

## AGENDA

### COMMITTEE ON COMMUNITY IMPROVEMENT

February 04, 2013  
Aldermen Roy, Shea,  
Craig, Greazzo, Gamache

6:00 p.m.  
Aldermanic Chambers  
City Hall (3<sup>rd</sup> Floor)

1. Chairman Roy calls the meeting to order.
2. The Clerk calls the roll.
3. Summary of sewer abatement requests submitted by Fred McNeill, Chief Engineer.  
*(Note: Applications and backup documentation is attached.)*  
**Ladies and Gentlemen, what is your pleasure?**
4. Request from Mayor Gatsas to create a special account within CIP to accept the donation from MembersFirst Credit Union for underwriting and printing costs of the City newsletter.  
**Ladies and Gentlemen, what is your pleasure?**
5. Communication from the Southern New Hampshire Planning Commission requesting a prioritized list of projects for Manchester for possible inclusion in the FY 2015 - FY 2024 Ten-Year Plan.  
**Ladies and Gentlemen, what is your pleasure?**
6. Communication from Timothy Soucy, Public Health Director, requesting the board's approval of an arrangement which allows the Catholic Medical Center to receive ventilators and associated equipment from NH DHHS.  
**Ladies and Gentlemen, what is your pleasure?**

7. Communication from Fire Chief James Burkush requesting approval to accept grant funds for a Fire Station Alerting System.  
**Ladies and Gentlemen, what is your pleasure?**
8. Communication from Leon LaFreniere, Director of Planning & Community Development, requesting acceptance and reallocation of funds in the amount of \$381,851 for CIP project #612210 - Neighborhood Stabilization Program I.  
**Ladies and Gentlemen, what is your pleasure?**
9. Communication from Leon LaFreniere, Director of Planning & Community Development, requesting acceptance and reallocation of funds in the amount of \$12,500 for CIP project #810413 - Odd Fellows Improvements Project.  
**Ladies and Gentlemen, what is your pleasure?**
10. Communication from Leon LaFreniere, Director of Planning & Community Development, requesting a transfer of funds and a name change to bring the CIP into alignment with the Substantial Amendment and HUD's focus on Rapid Rehousing.  
**Ladies and Gentlemen, what is your pleasure?**
11. Communication from Leon LaFreniere, Director of Planning & Community Development, requesting to change the terms of assistance for the Lead Hazard Control Program.  
**Ladies and Gentlemen, what is your pleasure?**
12. Request for lien subordination totaling \$56,480 for 211 Douglas Street property.  
**Ladies and Gentlemen, what is your pleasure?**
13. Discussion relative to the Neighborhood Stabilization Program.
14. If there is no further business, a motion is in order to adjourn.

**Kevin A. Sheppard, P.E.**  
*Public Works Director*

**Timothy J. Clougherty**  
*Deputy Public Works Director*

**Frederick J. McNeill, P.E.**  
*Chief Engineer*



**Commission**  
*Raymond Hebert*  
*Harold Sullivan*  
*Rick Rothwell*  
*Bill Skouteris*  
*Philip Hebert*

**CITY OF MANCHESTER**  
*Highway Department*  
*Environmental Protection Division*

# Memo

**Date:** 1/28/13 13-001  
**To:** CIP Committee  
**Cc:** Lisa Hynes – EPD  
June George – EPD  
Matthew Normand – City Clerks Office  
**From:** Frederick McNeill  
**RE:** EPD Abatement Requests

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The attached tables summarize the abatements reviewed by the Highway Commission at their last monthly meetings on 12/10/12 and 1/07/13.

Backup documentation for these sewer ten abatement requests is on file with the City Clerks office. The electronic version of these requests will be forwarded to you as well as the City Clerks office.

Please let me know if you need any additional information.

## City of Manchester

### Environmental Protection Division

#### Summary of Abatement Requests

October 25, 2012 to Highway Commission

December 30, 2012 to City Clerk

Number	EPD Acct#	Customer	Property Address	Abatement Request Rec'd	Request Reason	EPD Recommendation	Highway Commission Recommendation
1	148777-18380	Jolicoeur	568 Rimmon St	08/15/12	broken toilet	abate	Abate
2	121247-29990	Vermilyea	1334 Hannover St	10/23/12	tenant issues	deny	Deny
Total Abatelements						\$ 635.01	

## City of Manchester

### Environmental Protection Division

#### Summary of Abatement Requests

November 30, 2012 to Highway Commission

December 30, 2012 to City Clerk

Number	EPD Acct#	Customer	Property Address	Abatement Request Rec'd	Request Reason	EPD Recommendation	Highway Commission Recommendation
1	134935-11424	King	40 Sullivan St	07/19/12	broken hot water heater	Abate	Abate
2	147119-12762	Lally	456 North Adams St	10/24/12	Deduct not connected	Abate	Abate
3	155747-208972	Remillard	245 Lindstrom Lane	11/01/12	o/s usage - no deduct	Abate	Abate
4	155843-62284	Eddy	246 Blevens Dr	11/02/12	o/s usage - no deduct	Abate	Abate
5	149487-12924	Sweeney	1364 Chestnut St	11/07/12	o/s usage - no deduct	Abate	Abate
6	155651-34192	Jariz	437 Elgin Ave	11/15/12	o/s usage - no deduct	Abate	Abate
7	150247-54698	Gilbert	37 Thistle Way	11/19/12	water leak	Abate	Abate
Total Abatelements						\$ 2,836.86	

**CITY OF MANCHESTER**  
**HIGHWAY DEPARTMENT**  
**ENVIRONMENTAL PROTECTION DIVISION**  
**Sewer Abatement Investigation and Recommendation**

Date Received: 8/16/2012

Customer Name: Jolicoeur Account #: 148777-18380

Property Address: 568 Rimmon St

Reason for Request: running toilet

Service Dates: 1/26/12 - 8/13/12 Bill Date: 6/26/12 & 9/25/12

Consumption: 294 ccf % Increase from Average: 266%

Average Consumption: 111 ccf Based on: 3 year average only 3 years of history

Difference: 183 ccf

Other Comments: Plumbers repair bill attached

EPD Recommendation: Meets 250% requirement and has appropriate back-up. Recommend approval.  
TJM.

Abatement Total: 183 ccf at \$ 3.47/ccf \$ 635.01

Highway Recommendation: Abate Date: 12/10/12

Kevin A. Sheppard, P.E.  
Public Works Director

Timothy J. Clougherty  
Deputy Public Works Director

Frederick J. McNeill, P.E.  
Chief Engineer



Commission  
Raymond Hebert  
Harold Sullivan  
Robert R. Rivard  
Rick Rothwell  
Bill Skouteris

## CITY OF MANCHESTER

### Sewer Fee Abatement Request Form

Name: Kevin Jolicœur

Address: PO Box 1253  
(Street)

Derry NH 03038  
(City) (State) (Unit)

Phone Number: 603-231-4801 (Zip)

Customer Account Number: 148777-18380

Address of Property for which Abatement is Requested:

568 Rimmon Street  
(Street)

Manchester NH 03102  
(City) (State) (Unit)

Billing Period: Bill date 6-26-12 + 9/25/12

Amount of Abatement Request: \$200.00

Reason for Abatement Request: We had a broken toilet that we  
were not aware of.

If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.

It was a broken toilet that ran water  
down the drain when not in use.

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.

☐ Yes ☐ No

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

Kevin Jolicœur  
(Signature)

8-15-12  
(Date)

**CITY OF MANCHESTER**  
**HIGHWAY DEPARTMENT**  
**ENVIRONMENTAL PROTECTION DIVISION**  
Sewer Abatement Investigation and Recommendation

Date Received: 10/23/2012

Customer Name: Vermilyea Account #: 121247-29990

Property Address: 1334 Hanover St

Reason for Request: running toilet

Service Dates: 11/19/09 - 5/19/10 Bill Date: 4/21/10 & 7/20/10

Consumption: 328 ccf % Increase from Average: 315%

Average Consumption: 104 ccf Based on: 5 year average

Difference: 224 ccf

Other Comments: Outside of 90 day request window. Customer also looking to have interest and fees waived as bills were not paid and sent to Tax in October 2010

EPD Recommendation: Denied outside of required submission date.

TFM

Abatement Total: — ccf at \$ 3.73/ccf \$ —

Highway Recommendation: Deny Date: 12/10/12

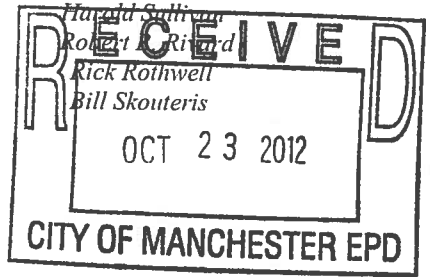
Kevin A. Sheppard, P.E.  
Public Works Director

Timothy J. Clougherty  
Deputy Public Works Director

Frederick J. McNeill, P.E.  
Chief Engineer



Commission  
Raymond Hebert



## CITY OF MANCHESTER

### Sewer Fee Abatement Request Form

Name: Seth R. Vermilyea

Address: 17 Saw Hill Road  
(Street) (Unit)

Hooksett, NH 03106  
(City) (State) (Zip)

Phone Number: (603) 247-8353

Customer Account Number: water 121241-29990 Sewer 121247-29990

Address of Property for which Abatement is Requested:

1334 Hanover St.  
(Street) (Unit)

Manchester NH 03275  
(City) (State) (Zip)

Billing Period: 11/2009 → 2/2010 (\$706.14) 2/2010 - 5/2010 (\$653.92) 5/2010 → 8/2010

Amount of Abatement Request: Total Amount

Reason for Abatement Request: As Explained in enclosed letter.

If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.

☐ Yes ☐ No

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

[Signature]  
(Signature)

10-10-2012  
(Date)

October 18, 2012

City of Manchester  
Sewer Fee Abatement Request  
300 Winston Street  
Manchester, NH 03103

To Whom It May Concern:

Please accept this letter along with my Sewer Fee Abatement Request Form to provide details about the sewer bill for my apartment building at 1334 Hanover Street.

I had tenants during the period in question that caused me a multitude of problems during their rental period from 2009-2010. The tenants stopped paying the rent in 10/2009 and in 02/2010 I received a letter from the Water/Sewer Department that said the previous quarter sewer usage was higher than normal. I checked with the tenants to see if there were and leaks or issues with the water, I walked through the building and there was no knowledge or evidence of a problem or leak. I assumed there was a meter problem or that the usage was estimated and the issue would be corrected in the next quarterly bill.

At the same time, the tenant 's electric bill also ran high at \$289 for one month. The tenant destroyed the electric range, damaged the new carpet with cigarette burns and animal feces and backed his car into the outside stairs and concrete basement wall.

I started the process to evict the tenants using the legal system and then received another bill for the sewer which was even higher than the previous quarter. Again I asked all the tenants and found there was still no known problem but I was unable to ask the tenants in the large 3 bedroom apartment that I was evicting because I had already started the process and was not supposed to have contact or enter the apartment with the tenants.

As you can see, I have had numerous difficulties with the tenants. The evidence points to the facts that the tenants were trying to get back at me for evicting them and beside stopping paying the rent they were able to cause me financial problems by running the water unnecessarily and running up the bill.

The court awarded me \$6300 and cost me \$2004 in legal fees to evict the tenants that were renting during the 2009-2010 period; NO money has been received, the legal fees were paid. Although the court understood the problems, agreed with my case and awarded me the judgment against the tenants I am further punished and find a bill for the sewer that is far out of control and out of line with the normal usage of this apartment building that I have owned for about 10 years without previous incident.

With the 12% interest rate on the bill I have accumulated and the fees involved, I ask that you abate the sewer bill and accept the \$450 I have saved up to pay the bill as it would have been charged at the

normal usage of 38 actual consumption. The recorded actual consumption took a jump to 51 and then to 171 and a final jump to 150 before going back to the normal usage of 38 .

This one building is the only investment building I own and I have tried to sell it off and on over the last 5-6 years. I am married and have two children want to spend more time with them and not have the responsibility of a multi-family and all the tenant issues. To top it all off, unfortunately I was recently laid off from my job where I have worked since graduating from college in 1999. It is being called a re-organization due to the economy. I now have more free time to write you this letter which is long overdue but sure wish I still had my job.

I appreciate your consideration on this matter.

Sincerely yours,



Seth Vermilyea

17 Saw Hill Road

Hooksett, NH 03106

**CITY OF MANCHESTER**  
**HIGHWAY DEPARTMENT**  
**ENVIRONMENTAL PROTECTION DIVISION**  
Sewer Abatement Investigation and Recommendation

Date Received: 7/19/2012

Customer Name: King

Account #: 134935-11424

Property Address: 40 Sullivan

Reason for Request: water heater leak

Service Dates: 01/25/12 - 5/7/12

Bill Date: 6/26/2012

Consumption: 226 ccf

% Increase from Average: 484%

Average Consumption: 47 ccf

Based on: 5yr average

Difference: 179 ccf

Other Comments: \_\_\_\_\_

EPD Recommendation: Recommend abatement approval  
due to 484% increase and  
EPD's investigation.  
From 4/30/12

Abatement Total: 179 ccf at \$ 3.47/ccf \$ 621.13

Highway Recommendation: Abate

Date: 12/10/12

Kevin A. Sheppard, P.E.  
Public Works Director

Timothy J. Clougherty  
Deputy Public Works Director

Frederick J. McNeill, P.E.  
Chief Engineer



Commission  
Raymond Hebert  
Harold Sullivan  
Robert R. Rivard  
Rick Rothwell  
Bill Skouteris

**CITY OF MANCHESTER**  
**Sewer Fee Abatement Request Form**

Name: Barbara King  
Address: 15 Barton Rd  
Hollis (Street) NH (Unit) 03049  
(City) (State) (Zip)  
Phone Number: 603-880-3263 603-438-9619 cell  
Customer Account Number: 134935-11424

Address of Property for which Abatement is Requested:  
40 Sullivan St  
Manchester (Street) NH (Unit)  
(City) (State) (Zip)

Billing Period: 01/25/12 - 05/07/12

Amount of Abatement Request: \$700-750 reduction in bill

Reason for Abatement Request: Water heater broke resulting in excessive water in basement and high water usage bill and then abnormally high sewer bill.

If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.

Hot water heater broken, water in basement. Basement is sand/dirt and water was absorbed and not sent through sewer.

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place. N/A

☐ Yes ☐ No

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

Bme  
(Signature)

7/19/2012  
(Date)

300 Winston Street • Manchester, New Hampshire 03103 • (603) 624-6595 • FAX: (603) 628-6234  
E-mail: [EPD@manchesternh.gov](mailto:EPD@manchesternh.gov) • Website: [www.manchesternh.gov](http://www.manchesternh.gov)

**CITY OF MANCHESTER**  
**HIGHWAY DEPARTMENT**  
**ENVIRONMENTAL PROTECTION DIVISION**  
**Sewer Abatement Investigation and Recommendation**

Date Received: 10/24/2012

Customer Name: Lally Account #: 147119-12762

Property Address: 456 North Adams

Reason for Request: deduct meter purchased but not installed

Service Dates: 2008 - 2012 Bill Date: various

Consumption: 756 ccf % Increase from Average: 514%

Average Consumption: 147 ccf Based on: 4 years off season usage

Difference: 609 ccf

Deduct was purchased 6/30/08 and customer given paperwork with instructions to call both EPD & MWW for inspections before credits would begin. In 2009 the customers average off-season bill went from \$110 to \$470 for summer usage, 2010 from \$172 to \$757, 2011 from \$234 to \$887, and 2012 from \$177 to \$960. Deduct has since been connected and

Other Comments: activated. 2012-Summer Consumption 256 ccf off-season consumption 39 ccf

EPD Recommendation: Recommend abatement for 2012 only.  
because it meets % increase  
criteria. However, we can not be  
retro-active. TJm 11/30/12

Abatement Total: 217 ccf at \$ 3.47 ~~3.73~~/ccf \$ 752.99

Highway Recommendation: Abate Date: 12/10/12

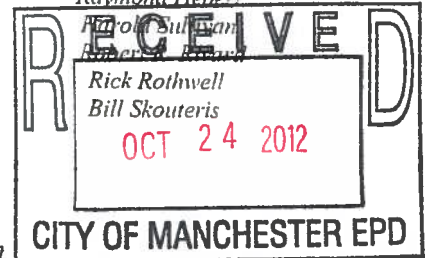
Kevin A. Sheppard, P.E.  
Public Works Director

Timothy J. Clougherty  
Deputy Public Works Director

Frederick J. McNeill, P.E.  
Chief Engineer



Commission  
Raymond Hebert



**CITY OF MANCHESTER**  
Sewer Fee Abatement Request Form

Name: Peter Lally

Address: 456 NORTH ADAMS ST.  
MANCHESTER (City) NH (State) 03104 (Unit)  
(Zip)

Phone Number: 603 668 7982

Customer Account Number: 147119-12762

Address of Property for which Abatement is Requested:  
456 NORTH ADAMS ST.  
MANCHESTER (City) NH (State) 03104 (Unit)  
(Zip)

Billing Period: NOV 2008 through Oct. 2012

Amount of Abatement Request: APPROXIMATELY \$2400.00

Reason for Abatement Request: SEE ATTACHED

If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.

☐ Yes ☐ No

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

Peter F. Lally  
(Signature)

10-22-12  
(Date)

October 22, 2012

I am requesting an abatement for the property at 456 North Adams Street in the city of Manchester in the state of New Hampshire for the period of November 2008 through October 2012.

I realize that this is an extraordinary length of time, however, the circumstances are as follows:

We built a new home and moved into it in November of 2008. The property had an irrigation system installed and it also had a deduct meter installed as well.

However, the plumber never hooked up the meter. The plumber never left any of the paperwork as well. As we had just built the home, we assumed that everything was taken care of.

When we received our sewer service bill last week, we were astounded to see that the bill was in the amount of \$645.78. The water bill was in the amount of \$276.17.

Today, October 22, 2012, the inspector checked the system and he determined that all of the water went in to the system and not in to the house, all 716 units. Therefore we are requesting a rebate.

Oct 2011	517.39
Oct 2010	537.51
Oct 2009	240.12

**CITY OF MANCHESTER**  
**HIGHWAY DEPARTMENT**  
**ENVIRONMENTAL PROTECTION DIVISION**  
Sewer Abatement Investigation and Recommendation

Date Received: 11/1/2012

Customer Name: Remillard Account #: 155747-208972

Property Address: 245 Lindstrom

Reason for Request: outside water usage - no deduct

Service Dates: 5/29/12 - 8/27/12 Bill Date: 10/10/2012

Consumption: 175 ccf % Increase from Average: 2917%

Average Consumption: 6 ccf Based on: 3 qtr average

Difference: 169 ccf

Other Comments: Customer is new property owner, first summer season.

EPD  
Recommendation: Recommend abatement approval  
and recommend customer purchases  
deduct.  
J. J. J. 11/30/12

Abatement Total: 169 ccf at \$ 3.47/ccf \$ 586.43

Highway  
Recommendation: Abate Date: 12/10/12

Kevin A. Sheppard, P.E.  
Public Works Director

Timothy J. Clougherty  
Deputy Public Works Director

Frederick J. McNeill, P.E.  
Chief Engineer



Commission  
Raymond Hebert  
Donald Sullivan  
Robert R. Rivard  
Rick Rothwell  
Bill Skouteris

## CITY OF MANCHESTER

### Sewer Fee Abatement Request Form

Name: Richard Remillard

Address: 245 Lindstrom Lane

Manchester (City) NH (State) 03104 (Unit)  
(Zip)

Phone Number: 603. 668. 7679 cell 603. 540. 2579

Customer Account Number: 155747-208972

Address of Property for which Abatement is Requested:

245 Lindstrom Lane  
(Street)  
Manchester (City) NH (State) 03104 (Unit)  
(Zip)

Billing Period: 10-10-12 Service 5/29/12 to 8/27/12

Amount of Abatement Request: 586.43

Reason for Abatement Request: We purchased the new home at the end of February. Only 2 people, my wife and I live in the.

A conflict with the builder over the condition of the landscape resulted in our watering the lawn 2x per day showing that we were doing our part to improve the lawn.

If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.

(over)  
Please

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.

☐ Yes ☐ No

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

Richard Remillard  
(Signature)

10-31-12  
(Date)



Kevin A. Sheppard, P.E.  
Public Works Director  
Thomas A. Thompson  
Public Works Director  
Richard A. McNeil, P.E.  
City Engineer

CITY OF MANCHESTER  
Sewer Fee Abatement Request Form

Name: Richard R. McNeil  
Address: 200 Winston Street  
City: Manchester State: NH Zip: 03103  
Phone Number: 603-253-7070 Cell: 603-253-7070  
Customer Account Number: 1-253-7070  
Address of Property for which Abatement is Requested: 200 Winston Street  
City: Manchester State: NH Zip: 03103  
Billing Period: 10-01-12 to 09-30-13

We were unaware of how much water was consumed for the outside until a phone call came from the water works department. They strongly urged that we contact EPD to procure a deduct meter. It was explained at this time how the deduct meter functions. Immediately I went to EPD, explained our plight, purchased the meter and had it installed and inspected - Our ignorance is our only apology.

If statement request is due to a leaking irrigation system, state if a sewer deduct meter is in place

Yes ☐ No ☒

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with code/ordinances and all necessary City permits have been obtained and approved.

Signature: Richard R. McNeil Date: 10-31-12

**CITY OF MANCHESTER**  
**HIGHWAY DEPARTMENT**  
**ENVIRONMENTAL PROTECTION DIVISION**  
Sewer Abatement Investigation and Recommendation

Date Received: 11/2/2012

Customer Name: Eddy Account #: 155843-62284

Property Address: 246 Blevens

Reason for Request: outside water usage - no deduct

Service Dates: 6/8/12 - 9/4/12 Bill Date: 10/16/2012

Consumption: 65 ccf % Increase from Average: 424%

Average Consumption: 15 ccf Based on: 3 qtr average

Difference: 50 ccf

Other Comments: Customer is new property owner, first summer season.

EPD  
Recommendation: Recommend abatement approval  
because of 424% increase and  
recommend to customer a  
deduct meter. FJM 11/30/12

Abatement Total: 50 ccf at \$ 3.47/ccf \$ 173.50

Highway  
Recommendation: Abate Date: 12/10/12

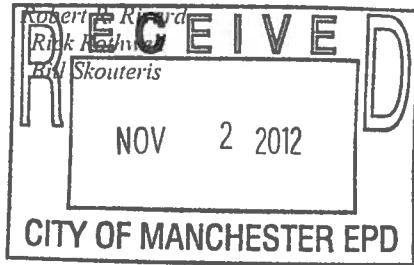
Kevin A. Sheppard, P.E.  
Public Works Director

Timothy J. Clougherty  
Deputy Public Works Director

Frederick J. McNeill, P.E.  
Chief Engineer



Commission  
Raymond Hebert  
Harold Sullivan



**CITY OF MANCHESTER**  
*Sewer Fee Abatement Request Form*

Name: Joanna Eddy

Address: 246 Blevens Dr  
(Street) (Unit)

Manchester, NH 03104  
(City) (State) (Zip)

Phone Number: 603-440-3236

Customer Account Number: 155843-62284

Address of Property for which Abatement is Requested:  
246 Blevens  
(Street) (Unit)  
Manchester NH 03104  
(City) (State) (Zip)

Billing Period: 6/8/12 - 9/4/12

Amount of Abatement Request: 170.03

Reason for Abatement Request: I purchased this house last Sep. with an irrigation system installed & a previous pool on the property, so I had assumed a deduct meter would have already been installed, but after I received this last bill, it is apparent that there is no deduct meter. I filled a small pool (1,000 gallons) and ran my irrigation system during this period. I promise to install a deduct meter this coming spring. I will pay 76.70 which was the amt of my prior bill and equivalent to my usual household usage.

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.  
☐ Yes ☐ No

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

Joanna Eddy  
(Signature)

10/31/12  
(Date)

**CITY OF MANCHESTER**  
**HIGHWAY DEPARTMENT**  
**ENVIRONMENTAL PROTECTION DIVISION**  
**Sewer Abatement Investigation and Recommendation**

Date Received: 11/7/2012

Customer Name: Sweeney Account #: 149487-12924

Property Address: 1364 Chestnut

Reason for Request: outside water usage - no deduct

Service Dates: 6/11/12 - 9/5/12 Bill Date: 10/17/2012

Consumption: 155 ccf % Increase from Average: 574%

Average Consumption: 27 ccf Based on: 3yr average

Difference: 128 ccf

Other Comments: \_\_\_\_\_

EPD Recommendation: Recommend abatement approval  
because of 574% increase and  
recommend to customer a  
deduct meter. Jm 11/30/12

Abatement Total: 128 ccf at \$ 3.47/ccf \$ 444.16

Highway Recommendation: Abate Date: 12/10/12

Kevin A. Sheppard, P.E.  
Public Works Director

Timothy J. Clougherty  
Deputy Public Works Director

Frederick J. McNeill, P.E.  
Chief Engineer



## CITY OF MANCHESTER

### Sewer Fee Abatement Request Form

Name: Linda Manning-Sweeney & Richard Sweeney  
Address: 1364 Chestnut St  
(Street) Manchester (City) NH (State) 03104 (Unit) (Zip)  
Phone Number: 603-303-7113

Customer Account Number: 149487-12924

Address of Property for which Abatement is Requested:

1364 Chestnut St  
(Street) Manchester (City) NH (State) 03104 (Unit) (Zip)

Billing Period: 6/1/12 - 9/5/12

Amount of Abatement Request: \$450.00

Reason for Abatement Request: Installed Sprinkler System. Contractor Said  
Payback on Second meter would be 8-10 years. First year Charge  
exceeds install amount. Will install Meter Next Spring

If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.

My previous bill was \$52.41. This bill was \$559.03!  
Inspector came to house and was informed a Sprinkler  
System was installed. Given the price of heating oil this season  
this amount compounds expenses that I need to pay.

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.

☐ Yes ☒ No

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

[Signature]  
(Signature)

11/6/12  
(Date)

**CITY OF MANCHESTER**  
**HIGHWAY DEPARTMENT**  
**ENVIRONMENTAL PROTECTION DIVISION**  
**Sewer Abatement Investigation and Recommendation**

Date Received: 11/15/2012

Customer Name: Jariz Account #: 155651-34192

Property Address: 437 Elgin

Reason for Request: outside water usage - no deduct

Service Dates: 6/4/12 - 8/30/12 Bill Date: 10/17/2012

Consumption: 75 ccf % Increase from Average: 536%

Average Consumption: 14 ccf Based on: 3 qtr average

Difference: 61 ccf

Other Comments: Customer is new property owner, first summer season.

EPD  
Recommendation: Recommend abatement approval  
because of 536% increase and  
recommend to customer a deduct  
meter. JFM 11/30/12

Abatement Total: 61 ccf at \$ 3.47/ccf \$ 211.67

Highway  
Recommendation: Abate Date: 12/10/12

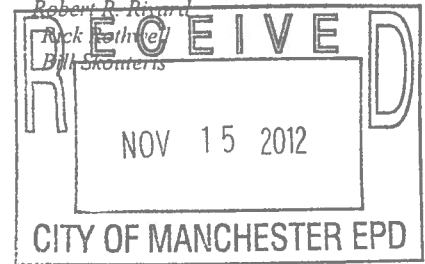
Kevin A. Sheppard, P.E.  
Public Works Director

Timothy J. Clougherty  
Deputy Public Works Director

Frederick J. McNeill, P.E.  
Chief Engineer



Commission  
Raymond Hebert  
Harold Sullivan  
Robert R. Richard  
Rick Rothwell  
Bill Skomernis



## CITY OF MANCHESTER

### Sewer Fee Abatement Request Form

Name: Edward Jaric

Address: 437 ELGIN AVE  
(Street) MA (Unit) 03104  
(City) (State) (Zip)

Phone Number: 207-240-7834

Customer Account Number: 155651-34192

Address of Property for which Abatement is Requested:  
437 ELGIN AVE  
(Street) MA (Unit) 03104  
(City) (State) (Zip)

Billing Period: 6-4-12 TO 8-30-12

Amount of Abatement Request: \$100 -

Reason for Abatement Request: I didnt realize that Manchester had a deduction  
meter program, as this is my 1st summer in this home. In my old  
town, we would just submit a letter stating how much water  
was used on the lawn + didnt enter the sewer. A credit  
TO OFF set this large (unexpected) bill would be most appreciated  
If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe  
bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and  
ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.

☐ Yes ☐ No

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

[Signature]  
(Signature)

11-13-12  
(Date)

300 Winston Street • Manchester, New Hampshire 03103 • (603) 624-6595 • FAX: (603) 628-6234  
E-mail: [EPD@manchesternh.gov](mailto:EPD@manchesternh.gov) • Website: [www.manchesternh.gov](http://www.manchesternh.gov)

**CITY OF MANCHESTER**  
**HIGHWAY DEPARTMENT**  
**ENVIRONMENTAL PROTECTION DIVISION**  
Sewer Abatement Investigation and Recommendation

Date Received: 11/19/2012

Customer Name: Gilbert Account #: 150247-54698

Property Address: 37 Thistle Way

Reason for Request: water leak

Service Dates: 6/27/12 - 9/28/12 Bill Date: 11/7/2012

Consumption: 34 ccf % Increase from Average: 486%

Average Consumption: 7 ccf Based on: 2yr average

Difference: 27 ccf

Other Comments: \_\_\_\_\_

EPD Recommendation: Recommend abatement approval based on 486% increase.

FJM 11/30/12

Abatement Total: 27 ccf at \$ 1.74 ~~5.47~~/ccf \$ 46.98 ~~93.69~~  
*elderly rate*

Highway Recommendation: Abate Date: 12/10/12

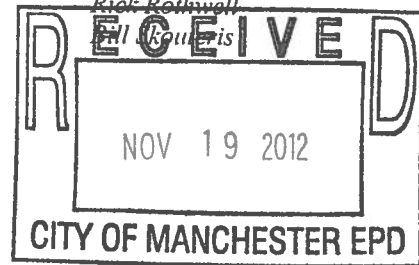
Kevin A. Sheppard, P.E.  
Public Works Director

Timothy J. Clougherty  
Deputy Public Works Director

Frederick J. McNeill, P.E.  
Chief Engineer



Commission  
Raymond Hebert  
Harold Sullivan  
Robert R. Rivard  
Rick Rothwell  
Bill Skouris



**CITY OF MANCHESTER**  
Sewer Fee Abatement Request Form

Name: ALFRED GILBERT  
Address: 37 THISTLE WAY  
(Street)  
MANCHESTER (City) New Hampshire (State) 03109 (Unit)  
Phone Number: 603-867-7218 (Zip)

Customer Account Number: 150247-54698 / 156247-54698

Address of Property for which Abatement is Requested:  
37 THISTLE WAY  
(Street)  
MANCHESTER (City) NH (State) 03109 (Unit)  
(Zip)

Billing Period: 6-27-2012 — 9-28-2012

Amount of Abatement Request: \$35.00

Reason for Abatement Request: WATER LEAK ACCUMULATED  
UNDER MOBILE HOME IN THE UNDER BELLY  
CAUSING MOULD DAMAGE AND DAMAGE UNDER FIXTURE

If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.

WATER WAS ABSORBED BY THE SOIL  
UNDER MOBILE HOME

SEE ATTACHED DAMAGE ESTIMATE

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.

Yes X No

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

Alfred Gilbert  
(Signature)

11/16/2012  
(Date)

**City of Manchester**  
**Environmental Protection Division**  
**Summary of Abatement Requests**  
**December 24, 2012 to Highway Commission**  
**January 28, 2013 to City Clerk/CIP**

Number	EPD Acct#	Customer	Property Address	Abatement Request Rec'd	Request Reason	EPD Recommendation	Highway Commission Recommendation
1	2327-1524	Ramaska	Oak St, 112	12/04/12	running toilet	Abate	Abate
Total Abatements						\$ 385.17	

**CITY OF MANCHESTER**  
**HIGHWAY DEPARTMENT**  
**ENVIRONMENTAL PROTECTION DIVISION**  
**Sewer Abatement Investigation and Recommendation**

Date Received: 12/4/2012

Customer Name: Ramaska

Account #: 2327-1524

Property Address: 112 Oak St

Reason for Request: running toilet

Service Dates: 6/21/12 - 9/19/12

Bill Date: 10/30/2012

Consumption: 163 ccf

% Increase from Average: 315%

Average Consumption: 52 ccf

Based on: 5yr average

Difference: 111 ccf

Other Comments: \_\_\_\_\_

EPD Recommendation: Exceeds 250% criteria, recommend one time abatement.

TFM 12/24/12

Abatement Total: 111 ccf at \$ 3.47/ccf \$ 385.17

Highway Recommendation: Abate

Date: 1/7/13

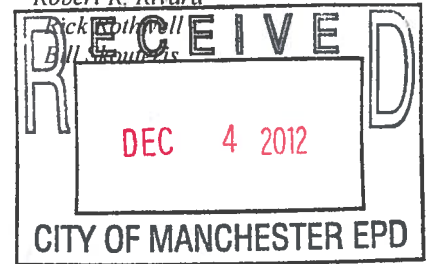
Kevin A. Sheppard, P.E.  
Public Works Director

Timothy J. Clougherty  
Deputy Public Works Director

Frederick J. McNeill, P.E.  
Chief Engineer



Commission  
Raymond Hebert  
Harold Sullivan  
Robert R. Rivard



**CITY OF MANCHESTER**  
*Sewer Fee Abatement Request Form*

Name: LINDA R. RAMASKA

Address: 112 OAK ST  
(Street) MANCHESTER NA 03104  
(City) (State) (Zip)

Phone Number: 603 669 6440

Customer Account Number: 2327-1524

Address of Property for which Abatement is Requested:  
112 OAK ST  
(Street) MANCHESTER NA 03104  
(City) (State) (Zip)

Billing Period: 6-21-12 9-19-12

Amount of Abatement Request: \$ 250.00

Reason for Abatement Request: faulty toilet - repaired  
by owner - no deduct meter for  
outside usage

If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.

Thank you for this consideration

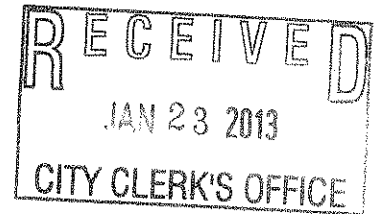
If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.

☐ Yes ☒ No

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

Linda R Ramal  
(Signature)

11-30-12  
(Date)



## CITY OF MANCHESTER

*Theodore L. Gatsas*  
Mayor

January 24, 2013

The Hon. Jim Roy  
Committee on Community Improvement  
c/o Matthew Normand, City Clerk  
One City Hall Plaza  
Manchester, NH 03101

**RE: City Newsletter**

Alderman Roy,

Attached is a copy of the new city newsletter. In the past the quality council produced the *City Chatter Newsletter*. However due to the change in the make-up of the committee the newsletter has not been produced in some time to no fault of the Quality Council or any of the members.

To replace the newsletter my staff has offered to produce the publication with the intention of improving communication amongst city employees and departments. Department heads have welcomed the idea and feel that it will be a welcome addition to the culture here at City Hall.

In developing the publication they wanted to provide it to city employees electronically and in a paper format. Realizing there was an expense to the printing they contacted *MembersFirst Credit Union* to underwrite the printing cost and they graciously agreed; the credit union has long been a valuable community partner with the city and has a proven record of supporting city activities.

After speaking with the city finance officer the cleanest way to accept the donation is to create a special account within CIP. Therefore I respectfully request that the Committee on Community Improvement authorize this action.

Thank you in advance for your consideration. Please feel free to contact me if you have any questions or concerns.

Regards,

Theodore L. Gatsas  
Mayor

One City Hall Plaza • Manchester, New Hampshire 03101 • (603) 624-6500  
[www.manchesternh.gov](http://www.manchesternh.gov)

## Around the City in a sentence . . .

**Airport:** New non-stop service: Ft. Lauderdale (now through mid-April), New York (4x daily in March), Las Vegas (June 2<sup>nd</sup>), book early!

**Assessor:** Appraisers are beginning inspections for building permits completed after April 1, 2012.

**City Clerks:** December 12th was a popular day to get married at City Hall. In total 7 couples tied the knot. Last year 380 wedding ceremonies were performed at City Hall.

**Finance:** The 2012 audit field work was completed by the outside auditors in December 2012. The final 2012 CAFR (Comprehensive Annual Financial Report) should be ready in February.

**Fire:** The construction of the Engine 4 Firehouse is moving along nicely and completion is expected in mid-spring.

**Electric:** Tiffany Lucas formerly of Parks and Recreation has joined the Fleet Maintenance Department.

**Health:** \$331,682 from the Robert Wood Johnson Foundation, Endowment for Health, New Hampshire Charitable Foundation, Granite United Way and the Cogswell Benevolent Trust was awarded to the Health Department for a 2-year pilot project where three public schools in Manchester will be converted to Community Schools. In addition to being places of

**Learning:** The revamped schools will become destinations where area residents can access a host of supports to improve community health.

**Human Resources:** If you have a bright idea to save the city money submit it to the "Bright Ideas" care of Human Resources.

**Information Systems:** with the help of the Fire Department Information Systems received grant funds to expand the City's fiber optic connectivity on the west side and to the new Municipal Complex.

**Libraries:** the next bargain book sale at \$5 per bag is January 26th from 10am-1pm.

**Mayor:** Mayor Gossas and his staff proudly participated in "Ugly Sweater Day" during the holidays.

**MEDQ:** abt Innovation HUB moved downtown into the McQuade & Building. Next door Carol Sheehan (Red Arrow) and Neville Pereira (Ignite & Hooked) joined forces to open the Rouge Grill.

**MTA:** 4 new buses have been ordered and will be delivered in March.

**Q&A:** OYS Director Marty Boldin was named the "2013 Community Hero" by My Turn Employment and Training Program.

**Landings:** Look for a new face on the street... we recently welcomed Amanda Stangl to the Parking Division as a part time

## ... Catch-up quickly on what's going on in all the city departments

**Parking Control Officer:** Planning. The Planning Department has recently revised the Developers Handbook for the city of Manchester.

**Police:** On January 3rd the MPD moved onto the campus of the Manchester Municipal Complex.

**Public Works (Parks, Facilities, EPD):** The Parks & Recreation division in conjunction with the Central High School Key Club opened up the warming hut at Livingston Park during the holiday break.

**Solicitor:** Andrea Lamy has joined the City Solicitor's Office as the Domestic Violence Prosecutor.

**Senior Services:** Friends of the Cashin Senior Center can now accept donations through PayPal to help the Senior Activity Center provide better community service to the senior population.

**Water Works:** After nearly 43 years with the city Tome Bowen is retiring as the Executive Director of the MWWS. David Paris will take over as Executive Director on February 1st.

**Welfare:** The Bob Powers Food Pantry accepts donations at various locations throughout the city. Non-perishable items only.

## DEPARTMENT SPOTLIGHT: Q & A WITH WES ANDERSON OF FLEET MAINTENANCE

**Q: What is Fleet Maintenance?** Fleet Maintenance is responsible for the maintenance, care, safety and service of the city fleet. The various city departments are the "customers" of fleet maintenance.

**Q: Where are you located?** Fleet Maintenance is located at the new Municipal Complex on 480 Hayward Street. The building is located behind the Department of Public Works.

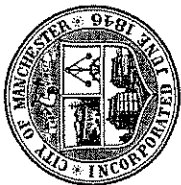
**Q: What are your hours?** The facility is open from 6:00am-11:30pm, Monday-Friday. The department

**ment value is over \$39,300,000.**

**Q: Can you describe one of the new services at the Fleet Maintenance Center?** The vehicle wash bay is a new feature. The wash bay has three tools that can help keep City vehicles clean. The first system is a high volume fire hose which is good for washing material that is not stuck out of the bed of a truck. The second system is a hot water/high pressure washer. This system is best for getting caked mud off of a vehicle. The last is the automated vehicle wash system. This system is like a car wash at a gas station. You activate the system

and then follow the lights that will guide you through the car wash. The process takes about 90 seconds to complete. This system is also "green" as it collects water from the wash process, filters it and uses it in the final rinse. The system recovers about 55% of the wash water to use in the rinse process. Operators must remove caked mud with the pressure washer to ensure the mud does not impact the recovery process.

**Contact Information for Fleet Maintenance:**  
Phone: 624-6474



## CITY OF MANCHESTER

~~~~~

(SEE MESSAGE FROM THE MAYOR)

VOLUME 1, ISSUE 1 | TUESDAY, JANUARY 24, 2013

## MUNICIPAL COMPLEX IS OPEN FOR BUSINESS

In the next few weeks the vehicle storage facility will be completed at the Manchester Municipal Complex and the campus will reach a fully operational status.

The new campus replaces the old Highway building on Valley Street. It is the new home to the Department of Public Works, the Fleet Maintenance Department and the Manchester Police Department.

The Fleet Maintenance Department was the first department to call the complex home. In late May early June the facility opened its doors and began servicing and maintaining city vehicles. For more information about this newly formed department check out the Q&A section on page 4.

In late June the Department of Public Works moved onto the campus. The new Public Works building is home to the Highway Division, the Parks and Recreation Division and the Facilities Division. Previously all of these divisions were housed in various locations across the city. Having everyone in one building has created increased efficiency and better communication amongst the various divisions.

Just this month the Manchester Police Department made the move to the municipal complex campus and into the Michael L. Briggs Public Safety Building. The new station includes all the amenities needed for a

modern police force including expanded locker rooms, a ten-line gun range and private work stations.

In total there are approximately 490 city employees that call the complex home. In the early spring the city will host a formal ribbon cutting and community celebration. We will be sure to announce the details here so employees have the opportunity to participate. Take a look inside for a few pictures!

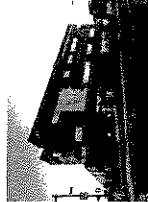


PHOTO BY JEFFREY HARRIS

## A MESSAGE FROM THE MAYOR . . . WHAT'S IN A NAME?

Hello Everyone,

I am excited to reveal the inaugural issue of the city newsletter!

In the middle of every month my office will bring you this new publication. We will provide it electronically and thanks to a partnership with *Member's First* location.

This brings me to my next topic of discussion, what should we call this newsletter? While my office staff has hot-ted around a couple names nothing has jumped off the page. So we decided that it should be you, the city employees, that name this newsletter regardless of physical location.

I have three goals for this newsletter: 1) improve communication, 2) provide every department with an opportunity to let others know what's going on and 3) keep all city departments connected regardless of physical location.

## HAPPY ANNIVERSARY!

Congratulations to these city employees that have reached a milestone with the City of Manchester in the month of January:

- 5 years: **Mark Riegg**  
Airport
- Andrea Jordan**  
Health Department
- 15 years: **Andrew Vincent**  
Police—Traffic Control
- 45 years: **Walker Moran**  
Parks, Recreation & Cemetery

## FYI: USEFUL TIPS AND INFORMATION

**City Holiday Schedule:** For your scheduling convenience and planning ahead, the following is a list of holidays for the calendar year 2013:

- Tues. Jan. 1 ~ New Years Day
- Mon. Jan. 21 ~ Civil Rights Day\*
- Mon. Feb. 18 ~ President's Day
- Mon. Apr. 22 \*\* ~ Fast Day
- Mon. May 27 ~ Memorial Day
- Thurs. July 4 ~ Independence Day
- Mon. Sept. 2 ~ Labor Day
- Mon. Oct. 14 ~ Columbus Day
- Tues. Nov. 5 ~ Election Day
- Mon. Nov. 11 ~ Veterans Day
- Tues. Nov. 28 ~ Thanksgiving Day Holiday

remove the road salt that was placed during the snow removal process.

**Do you have a library card yet?** As a city employee you are eligible for a free library card at your Manchester libraries. The library can:

- offer you assistance with your e-reader and has free e-books you can borrow from home
- offer research information via our website right from home (great for those with children and last minute projects!)
- provide discounted museum passes to museums in New Hampshire and Massachusetts;

## WELLNESS COMMITTEE

The Wellness Committee is comprised of 14 representatives from City Departments. The group Mission Statement is to "Promote Health & Wellness of City employees through departmental collaboration." The group encourages personal health & well being through educational opportunities, wellness activities and self improvement guidelines. The Committee's current goal is to provide monthly preventive care tips to reduce the development of chronic diseases like diabetes and heart disease (see sidebar).

facility the city can avoid higher claims and you will receive a monetary incentive. To learn more visit: [marshopper.com](http://marshopper.com)

**Wellness Tip Of the Month:**

Exercising 1/2 hour each day will reduce your risk of type 2 diabetes and heart disease

## COMMUNITY PARTNER: COFFEE FOR A CAUSE

A special thanks to Gus Servanos of NGP Management who owns several of the Dunkin' Donuts Franchises across the city. Recently Mr. Servanos through his corporation donated \$10,000 each to the Manchester School District to be used towards building the Virtual Learning Academy Labs (VLAC) at Central and Memorial.

## WELLNESS COMMITTEE FEBRUARY ACTIVITY:

The committee is hosting a FREE Eastern Mountain Sports Showshoe Demonstration on Sunday, February 10th @ The Derryfield Country Club (625 Mammoth Road) from 10:00am to 2:00pm. City Employees that attend will be entered into a raffle for a \$50 EMS gift card. Free Hot Cocoa available.

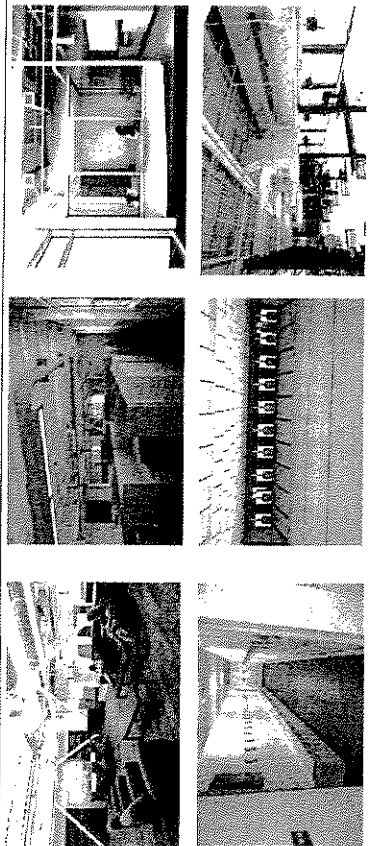
**2013 GRADUATION DATES**

**SAT, JUNE 15, 2013**

9:00AM: WEST HIGH SCHOOL

1:00PM: MEMORIAL HIGH SCHOOL

5:00PM: CENTRAL HIGH SCHOOL



Top photos (from R to L): DPW 3rd Floor Village Area; DPW Work Stations; DPW reception Area Bottom Photos (from R to L): MPD Locker Room; MPD Range; Fleet Maintenance Facility

**Auto • Home Loans • Checking**

**MembersFirst CREDIT UNION**

Manchester  
(603) 622-2341  
40 Bridge Street & 200 Union Street  
Franklin  
(603) 934-6273  
100 Central Street

[www.membersfirstnh.org](http://www.membersfirstnh.org)

Call 24 Access Line - (603) 641-2499

**NCUA**

Thank You!

A very big THANKS to MembersFirst Credit Union for underwriting the printing cost of this newsletter! Look for information every month from MembersFirst!

## CONT: MESSAGE FROM THE MAYOR (CONTINUED FROM PAGE 1)

creativity of city staff.

If you want to see something featured in this newsletter or have an idea for a story let us know. Give us a call at 624-6500 or e-mail us at [mayor@manchesternh.gov](mailto:mayor@manchesternh.gov).

In closing I would like to thank everyone for all you do

**EMPLOYEE EVENTS COMMITTEE UPDATE:**

**SAT. FEB. 2:**

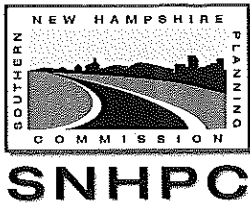
4:10PM-5:30PM

JFK COLISEUM (THIS EVENT IS FREE, \$5 RENTALS AVAILABLE.)

HOT COCOA AND COFFEE PROVIDED.

\*\*\*\*\*

IF YOU HAVE AN IDEA FOR THE NEWSLETTER PLEASE SUBMIT TO: [MAYOR@MANCHESTER.NH.GOV](mailto:MAYOR@MANCHESTER.NH.GOV)

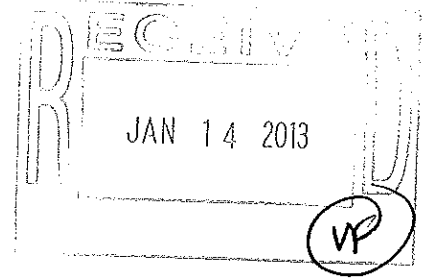


## Southern New Hampshire Planning Commission

438 Dubuque Street, Manchester, NH 03102-3546, Telephone (603) 669-4664 Fax (603) 669-4350  
www.snhpc.org

January 11, 2013

Ted Gatsas, Mayor  
City of Manchester  
One City Hall Plaza  
Manchester, NH 03101



RE: Update of the State of New Hampshire's Ten-Year Transportation Improvement Program FY 2015 – FY 2024

Dear Mayor Gatsas:

Pursuant to the New Hampshire Department of Transportation's (NHDOT) timetable for the update of the Ten-Year Transportation Improvement Plan (Ten-Year Plan), the Southern New Hampshire Planning Commission (SNHPC) is requesting projects from its member communities and agencies.

From the initial solicitation of projects to the final approval, the Ten-Year Plan takes approximately two years to complete. Once complete, the initial years of the Ten-Year Plan will form the fiscally constrained SNHPC MPO FY 2015 – FY 2018 TIP.

The current FY 2013 – FY 2022 Ten-Year Transportation Plan, signed into law by the Governor on June 11, 2012, provides a plan to improve the State's infrastructure while realistically reflecting the current limited availability of financial resources. Projects considered essential to the SNHPC region, such as improvements to I-293 Exits 6 and 7 and construction of I-93 Exit 4A, are currently not included in the Plan. Additionally, this financial situation has once again placed limits on the ability of NHDOT to consider adding new projects to the next version of the Plan. However, SNHPC will continue to emphasize the importance of the Ten Year Plan process as a means to 1) establish and document local priorities for transportation improvements; and 2) communicate this information to the State.

**Please develop a prioritized list of projects for your community for possible inclusion in the FY 2015 – FY 2024 Ten-Year Plan.** To formulate this list, please consider including: 1) new projects; 2) projects deleted from previous versions of the Ten-Year Plan; and 3) projects currently in the FY 2013 – FY 2022 Ten-Year Plan. There are sixteen projects in the City of Manchester currently in the Plan.

Additionally, we also ask that you include any additional projects representing more long-term priorities that are not being considered for inclusion in the Ten-Year Plan at

this time. These long-term projects, as well as those submitted for the Ten-Year Plan, will be included in the next version of the Regional Transportation Plan (RTP) for the SNHPC Region. The SNHPC RTP, which addresses all transportation modes that are in use or potentially could play a role within the thirteen municipalities comprising the SNHPC region, is intended to establish a master guide for funding transportation projects. SNHPC plans to begin assembling data on all projects received in order to facilitate their eventual implementation.

Once we have received prioritized project lists from communities and agencies, a Technical Advisory Committee (TAC) meeting will be called by the SNHPC to discuss priorities and establish a project list to document regional priorities. To be considered for review, your response **must be received by the Commission by close of business on Friday, March 8, 2013.**

Thank you in advance for your assistance in this matter. If have any questions or require further information, please do not hesitate to contact me or Tim White at (603) 669-4664 or at [twhite@snhpc.org](mailto:twhite@snhpc.org).

Sincerely,

SOUTHERN NEW HAMPSHIRE  
PLANNING COMMISSION

David J. Preece, AICP  
Executive Director

thw/lm

cc: SNHPC Members  
Town Managers  
Chairmen, Boards of Selectmen  
Planning Board Chairmen  
TAC Members

**Timothy M. Soucy, MPH, REHS**  
Public Health Director

**Anna J. Thomas, MPH**  
Deputy Public Health Director



**BOARD OF HEALTH**  
Rosemary M. Caron, PhD, MPH  
Robert A. Duhaime, RN, MBA, MSN, Chair  
Fernando Ferrucci, MD, Clerk  
Elaine M. Michaud, Esq.  
Christopher N. Skaperdas, DMD

**CITY OF MANCHESTER**  
*Health Department*

January 25, 2013

Alderman Jim Roy and Members  
Committee on Community Improvement  
One City Hall Plaza  
Manchester, New Hampshire 03101

RE: Catholic Medical Center Ventilator Agreement

Dear Chairman Roy,

Catholic Medical Center (CMC) has applied for, and been awarded a grant through The New Hampshire Department of Health and Human Services (NH DHHS), that will provide portable ventilators and associated equipment to enhance their medical surge capabilities during a large-scale health event.

As part of the grant process, the U.S. Department of Homeland Security requires the local municipality to agree to the above mentioned award before the equipment can be delivered. There is no cost to the City as CMC is responsible to the upkeep of the ventilators.

This award is very important to our capability to respond to a large-scale health event in Manchester, and I respectfully request that the Board of Mayor and Aldermen agree to the arrangement, allowing CMC to receive the ventilators and associated equipment.

I have attached a copy of the contract and cover letter from Dr. Jose Montero for additional detail. As always, I will be available if the Board if has any questions.

Sincerely,

Timothy M. Soucy, MPH, REHS  
Public Health Director



Nicholas A. Toumpas  
Commissioner

José Thler Montero  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527  
603-271-4493 1-800-852-3345 Ext. 4493  
Fax: 603-271-0545 TDD Access: 1-800-735-2964



November 28, 2012

Dr. Joseph Pepe  
President/CEO  
Catholic Medical Center  
100 McGregor Street  
Manchester, NH 03102

And

Ted Gatsas  
Mayor, City of Manchester  
One City Hall Plaza  
Manchester, NH 03101

**SUBJECT: Federal Homeland Security Grant-funded Equipment Available for Your Community**

We wrote to you last year regarding respiratory equipment being made available for your community's medical surge preparedness, and many hospitals completed signature documents for Memorandums of Understanding (MOUs) with the Department of Health and Human Services, which would need to be approved by the Attorney General's Office, and then the Governor and Executive Council. Unfortunately, although it had been our standard method over the years for such agreements, the MOU format was rejected for this purpose by the Attorney General's Office. We are therefore re-issuing signature documents in the Grant Agreement format now required by the Attorney General. We deeply regret this extra effort for this project.

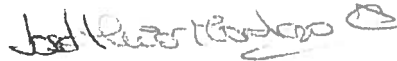
To recap the initiative: as part of the Federal Fiscal Year 2008 U.S. Homeland Security Grant award to New Hampshire, specific funds were earmarked for this Critical Care and Supplemental Oxygen Program. Your hospital has indicated to us an interest in participating in this program.

This project will provide participating hospitals with portable ventilators and associated accessories to enhance their medical surge capacity in response to a large-scale health event. The intent of this equipment is to help reduce adverse clinical outcomes that could result from a lack of medical surge preparedness.

Due to U.S. Department of Homeland Security Grant requirements regarding this component of funding for local preparedness initiatives, the Department of Safety (the New Hampshire grant recipient) can allow this grant funding to be used to provide equipment to your hospital directly only if your local municipality agrees to that arrangement. For this reason, the Exhibit C document and other documents require the signature of your local municipality. Attachment 1 is the "Procedures for Application" that need to be followed in order to receive State approval for the delivery of the ventilators and associated equipment.

Thank you for your continued cooperation in the State of New Hampshire's emergency preparedness initiatives. If you have questions related to the programmatic implementation of this project, please contact Bureau of Infectious Disease Control's Program Specialist Kim Budde at [kim.f.budde@dhhs.state.nh.us](mailto:kim.f.budde@dhhs.state.nh.us) or (603) 271-0287. With questions on administrative aspects of the enclosed documents, please contact Administrator Mark Andrew at [mandrew@dhhs.state.nh.us](mailto:mandrew@dhhs.state.nh.us) or (603) 271-4493.

Sincerely,



José Thier Montero, MD  
Director

JTM/MA/js

cc: Tim Soucy, Manchester Health Department

ENCLOSURES:

1. Procedures for Application
2. Grant Agreement, including Exhibits (13 pages)
3. Certificate of Vote – Hospital ('Guidance' document, 'Example' document)
4. Certificate of Vote - Municipality
5. Attachment 1: Department of Homeland Security's "Grant Terms and Conditions" (9 pages)
6. Attachment 2: Acceptance of Audit Requirements

## Step by Step instructions on how to complete the Hospital Vent Agreement between DPHS and Your Hospital

### Before you get started, things to do ahead of time:

Contact the local City Official (Mayor) and notify him/her that this agreement is being completed and basically what it entails and what will be expected of the Municipality (to sign page 7 of 13 only and complete a Certificate of Vote form.) The cover letter signed by Dr. Montero contains the info about the agreement.

Contact the Secretary of State's Office and order a Certificate of Good Standing if none is on file dated 4/1/12 or after.

To complete this agreement: First make sure the agreement is in the correct Grantee's name (1.3.) Also, verify who is authorized to sign this agreement (1.12.). If the Grantee Name & Title or Grantee Signor is incorrect, please let me know and I will update the templates.

Please note: The templates cannot be edited, as they have been approved by the Attorney General's Office. Agreement pages should not be stapled, marked/highlighted and must contain original signatures.

| Hospital                                                                      |                                                                                                                                                                                                                                                                                                 | Notes |
|-------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| Page 1 of 13                                                                  | 1.11. Authorized Signor Dr. Joseph Pepe (CEO, president, etc.) signs here                                                                                                                                                                                                                       |       |
| Page 1 of 13                                                                  | 1.13. – 1.13.2. Notary completes this section. Date notary uses must match the date that authorized signor signs and/or initials pages 1-13                                                                                                                                                     |       |
| Pages 2-8 of 13                                                               | Authorized signor Dr. Joseph Pepe initials and dates using same date throughout agreement                                                                                                                                                                                                       |       |
| Pages 9 & 10 of 13                                                            | Authorized signor Dr. Joseph Pepe signs and dates, using same date throughout agreement                                                                                                                                                                                                         |       |
| Page 11 of 13                                                                 | Authorized signor Dr. Joseph Pepe initials and dates using same date throughout agreement                                                                                                                                                                                                       |       |
| Page 12 of 13                                                                 | Authorized signor Dr. Joseph Pepe signs and dates using same date throughout agreement                                                                                                                                                                                                          |       |
| Page 13 of 13                                                                 | Authorized signor Dr. Joseph Pepe initials and dates using same date throughout agreement                                                                                                                                                                                                       |       |
| Certificate of Vote form (Hospital)                                           | See attached example for Hospital. Date in #3 and below must be either the same date authorized signor Dr. Joseph Pepe signed all pages of the agreement (and the notary notarized page 1 of 13) or after. Cannot be before the date authorized signor signed. This form requires notarization. |       |
| Certificate of Good Standing                                                  | Certificate of Good Standing must reflect the same name as the agreement and must be dated 4/1/12 or after. This can be a photocopy. See info at bottom of page.                                                                                                                                |       |
| Certificate of General Liability Insurance and Workers' Compensation Coverage | Name on Accord page must match the agreement's name and the Certificate of Good Standing. Coverage must be in effect. Certificate Holder (bottom of page) must read: DPHS, Director's Office, 29 Hazen Drive, Concord, NH                                                                       |       |

|                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                         |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>City/Town</b>                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                         |  |
| Page 7 of 13 top section only                                                                                                                           | Person authorized to sign on behalf of the Municipality, Mayor Ted Gatsas, completes the top section only of page 7 of 13. The bottom is initialed and dated by the hospital's authorized signor Dr. Joseph Pepe.                                                                                                                                       |  |
| Certificate of Vote form (COV) (Municipality)                                                                                                           | This form is completed in the same manner as the COV for the Hospital. The city/town or the hospital can use their own format as long as it contains all the info requested on the guidance. Again the COV must not be signed off on prior to the date the authorized signor Mayor Ted Gatsas has signed page 7 of 13. This form requires notarization. |  |
| <b>Hospital</b>                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                         |  |
| Attachments 1 & 2                                                                                                                                       | Hospital completes info requested and returns with completed agreement. These attachments are separate from the agreement and will be kept in the DPHS office for reference/referral.                                                                                                                                                                   |  |
| <b>Once your vent agreement packet is complete mail to the attention of Deb Yeager at NH Hospital Association, 125 Airport Road, Concord, NH 03301.</b> |                                                                                                                                                                                                                                                                                                                                                         |  |

**Certificate of Good Standing** - this is a Certificate of Good Standing, Registration, or Authorization, as appropriate, that is issued by the NH Secretary of State's office and is proof of a company/organization's existence. Requests may be made online at <http://www.sos.nh.gov/corporate/>, in writing or hand delivered to:

**Secretary of State  
Corporate Division  
State House, Room 204  
107 North Main Street  
Concord, NH 03301-4989**

Requests must include the complete name of the company *as it is registered with the Secretary of State's office* and a check for \$5.00 made payable to the State of New Hampshire. To expedite this service you will be billed \$30. Please include your mailing address, phone and fax numbers, filing date for the current year annual report and corresponding check number. You will receive a fax of the Certificate as well as a mailed version. For more information you may contact the Secretary of State's Corporate Division Office at 271-3246. Their office hours are 9:00 am – 3:30 pm. Note: Certificate of Good Standing is effective April 1 through March 31, so it must be updated annually.

If you currently have a Certificate of Good Standing on file and it's dated 4/1/12 or after you can send a photocopy along with your agreement. It does not have to be the original.

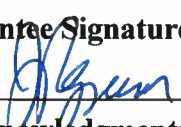
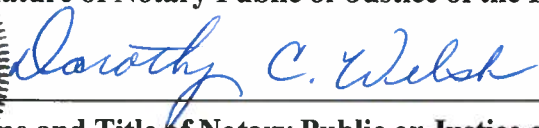
I hope you have found this step by step guidance helpful. It is in addition to the Procedures document that is also included in the packet. If you have questions please feel free to contact me at 271-5133 or via email at [jsouthwick@dhhs.state.nh.us](mailto:jsouthwick@dhhs.state.nh.us).

Janice Southwick  
Executive Secretary  
DPHS  
29 Hazen Drive  
Concord, NH 03301

The State of New Hampshire and the Grantee hereby mutually agree as follows:

### GENERAL PROVISIONS

#### 1. Identification and Definitions.

|                                                                                                                                                                                                                                                                                                                                                                             |                                                 |                                                                                                   |                                                        |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|---------------------------------------------------------------------------------------------------|--------------------------------------------------------|
| <b>1.1. State Agency Name</b><br>NH Department of Health and Human Services<br>Division of Public Health Services                                                                                                                                                                                                                                                           |                                                 | <b>1.2. State Agency Address</b><br>29 Hazen Drive<br>Concord, NH 03301-6504                      |                                                        |
| <b>1.3. Grantee Name</b><br>Catholic Medical Center                                                                                                                                                                                                                                                                                                                         |                                                 | <b>1.4. Grantee Address</b><br>100 McGregor Street<br>Manchester, NH 03102                        |                                                        |
| <b>1.5. Effective Date</b><br>Date of G&C approval                                                                                                                                                                                                                                                                                                                          | <b>1.6. Completion Date</b><br>Until Terminated | <b>1.7. Audit Date</b><br>N/A                                                                     | <b>1.8. Grant Limitation</b><br>8 Portable Ventilators |
| <b>1.9. Grant Officer for State Agency</b><br>Lisa L. Bujno, MSN, APRN, Bureau Chief                                                                                                                                                                                                                                                                                        |                                                 | <b>1.10. State Agency Telephone No.</b><br>603-271-4501                                           |                                                        |
| <b>1.11. Grantee Signature</b><br>                                                                                                                                                                                                                                                         |                                                 | <b>1.12. Name &amp; Title of Grantee Signor</b><br>Dr. Joseph Pepe, President/CEO                 |                                                        |
| <b>1.13. Acknowledgment:</b> State of New Hampshire, County of _____, on _____ / / , Before the undersigned officer, personally appeared the person identified in block 1.11., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.12., and acknowledged that <u>he</u> executed this document in the capacity indicated in block 1.12. |                                                 |                                                                                                   |                                                        |
| <b>1.13.1. Signature of Notary Public or Justice of the Peace</b><br>                                                                                                                                                                                                                    |                                                 |                                                                                                   |                                                        |
| <b>1.13.2. Name and Title of Notary Public or Justice of the Peace</b><br>Dorothy C. Welsh                                                                                                                                                                                                                                                                                  |                                                 |                                                                                                   |                                                        |
| <b>1.14. State Agency Signature(s)</b>                                                                                                                                                                                                                                                                                                                                      |                                                 | <b>1.15. Name &amp; Title of State Agency Signor(s)</b><br>Lisa L. Bujno, MSN, APRN, Bureau Chief |                                                        |
| <b>1.16. Approval by Attorney General (Form, Substance and Execution)</b><br><br>By: _____ Assistant Attorney General, On: ____ / ____ / ____                                                                                                                                                                                                                               |                                                 |                                                                                                   |                                                        |
| <b>1.17. Approval by the Governor and Council</b><br><br>On: ____ / ____ / ____                                                                                                                                                                                                                                                                                             |                                                 |                                                                                                   |                                                        |

**2. SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project"). Except as otherwise specifically provided for herein, the Grantee shall perform the Project in the State of New Hampshire.

3. EFFECTIVE DATE; COMPLETION OF PROJECT.

- 3.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the effective date").
- 3.2. Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in its entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").

4. GRANT AMOUNT; MANNER OF PAYMENT; LIMITATIONS.

- 4.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 4.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 4.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 4.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 4.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 4.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

5. SPECIAL CONDITIONS. Modifications to these General Conditions and any additional grant conditions shall be set forth in Exhibit C attached hereto.

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all applicable statutes, regulations, and orders of federal, state, county, or municipal authorities that impose any legal obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.

7. RECORDS AND ACCOUNTS.

- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.

8. PERSONNEL.

- 8.1. The Grantee shall, at its own expense, contract for or provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. DATA; RETENTION OF DATA; ACCESS.

- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs

or data, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State, unless otherwise specified in Exhibit C..
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. EVENT OF DEFAULT; REMEDIES.

- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1. failure to perform the Project satisfactorily or on schedule; or
- 11.1.2. failure to submit any report required hereunder; or
- 11.1.3. failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4. failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1. give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2. give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3. set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4. treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No representative, officer, member or employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any contractor, subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its representatives, officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, worker's compensation or emoluments provided by the State to its employees.
15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State.
16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or its contractors, subcontractor, or subgrantee or other agent of the Grantee in the performance of the Project. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. INSURANCE AND BOND.
- 17.1. The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 statutory worker's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 comprehensive general liability insurance for all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State. A certificate of insurance demonstrating compliance with subparagraphs 17.1 and 17.2 shall be attached to this Grant Agreement.
18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.
21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.
22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

## **EXHIBIT A**

### **1. GENERAL PROJECT DESCRIPTION**

This Agreement is authorized under the provisions of the Department of Homeland Security (DHS) Appropriations Act of 2007 (P.L. 109-90) and the FFY 2007 and FFY 2008 Homeland Security Grant Program (HSGP) guidance.

The FFY 2007 and FFY 2008 HSGP State Homeland Security Program (SHSP) provide funds to enhance the capability of State and local units of Government to prevent, deter, respond to and recover from incidents of terrorism involving the use of chemical, biological, radiological, nuclear and explosive (CBRNE) weapons attacks, as well as all-hazards incidents.

The purpose of this Agreement is to identify the affiliation between the Department of Health and Human Services (DHHS), the Municipality of Manchester, NH and the Catholic Medical Center to acquire respiratory equipment under the Critical Care and Supplemental Oxygen Program, as arranged and approved by the State Administrative Agency for the HSGP, the Department of Safety (DOS), and in accordance with the DHS approved State Homeland Security Strategy.

FFY 2007 and FFY 2008 HSGP guidance states "Each state shall make no less than 80% of the total grant program amount available to local units of government..." The purpose of this Agreement is to acknowledge that DHHS will purchase, deliver, and provide for major repairs or replacement (as funds allow). Catholic Medical Center will provide routine maintenance, store, and deploy when needed, the portable ventilator equipment and associated accessories to enhance the overall medical surge capability in Manchester, NH and the surrounding area, or statewide as requested by NH DHHS, in response to a large-scale health event.

### **2. WORK TO BE PERFORMED BY GRANTEE**

Catholic Medical Center

- a. Will act as the recipient of FFY 2007 and 2008 SHSP-funded equipment and associated accessories on behalf of the Municipality of Manchester, NH.
- b. Will inventory, track, provide routine maintenance and deploy internally and with Emergency Medical Services (EMS), as needed, the equipment and associated accessories provided by DHHS under the Critical Care and Supplemental Oxygen Program.
- c. Will participate, as requested with DHHS in training on the respiratory equipment provided.
- d. Will provide the DOS and DHHS with information requested about the usage of the ventilator equipment to continually assess the program and make improvements where needed.
- e. Will maintain possession/ownership of the ventilator(s) and associated supplies until termination of participation in the program.
- f. Will make equipment available for inspection/audit, as requested by DHHS.

### **3. WORK TO BE PERFORMED BY GRANTOR**

The DHHS:

- a. Will use FFY 2007 and FFY 2008 SHSP funds on behalf of municipalities for the Critical Care and Supplemental Oxygen Program.
- b. Will purchase respiratory equipment with service agreements, and associated accessories.
- c. Will set-up and deliver the equipment to participating hospitals.
- d. Will provide and coordinate training for hospitals on the equipment delivered.

- e. Will request deployment if the ventilators are needed for an emergency in other locations.
- f. Will collect, analyze and report data on ventilator use at each hospital.

**4. EFFECTIVE DATE**

This Grant Agreement shall be effective upon signature by the Governor and Executive Council and shall continue until terminated.

The remainder of this page is intentionally left blank.

## EXHIBIT B

### 1. PROJECT COSTS

#### 1.1 Project Costs

The portable ventilators and required accessories to be delivered to the Grantee by the Grantor were purchased at a per unit cost of \$6,990.00.

### 2. PAYMENT SCHEDULE

#### 2.1 Payment of Project Costs

The portable ventilators shall be scheduled for delivery by DHHS after the approval of this agreement by the Governor and Executive Council.

## EXHIBIT C

1. The term "funds" in this grant agreement is defined to include "equipment."
2. Regarding the federal requirement that these 80% Local Homeland Security Grant Program funds be used for the benefit of local units of government, the Municipality of Manchester, NH, authorizes Catholic Medical Center to accept, maintain and deploy the respiratory equipment on its behalf.

Municipality of Manchester, NH

\_\_\_\_\_  
Signature of Municipal Official Legally  
Designated to Sign Agreements/Contracts

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

### POINTS OF CONTACT.

#### DHHS

Name and Title Kim Budde, Program Specialist, Bureau of Infectious Disease Control  
Address 29 Hazen Drive, Concord, NH 03301  
Phone (603) 271-0287  
FAX (603) 271-8705  
Email address Kim.F.Budde@dhhs.state.nh.us

#### Hospital Program Contact

*Catholic Medical Center*  
Name and Title John Grevillon Director of Pulmonary & EM Co-Chair  
Address 100 McGregor St, Manchester NH 03102  
Phone 603-663-2067  
FAX 603-663-6969  
Email address JGrevillon@CMC-NH.ORG

**NH Department of Health and Human Services**

**Standard Exhibit D**

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act to 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I – FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS**

**US DEPARTMENT OF EDUCATION – CONTRACTORS**

**US DEPARTMENT OF AGRICULTURE – CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-51-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). the January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630 of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

**Commissioner  
NH Department of Health and Human Services,  
129 Pleasant Street  
Concord, NH 03301**

- 1) The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an ongoing drug-free awareness program to inform employee's about:
    - (1) The dangers of drug abuse in the workplace;
    - (2) The grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
    - (1) Abide by the terms of the statement; and

- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
  - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
    - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- 2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, State, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

|                                |                                                         |
|--------------------------------|---------------------------------------------------------|
| <b>Catholic Medical Center</b> | <b>From: Date of G&amp;C Approval, until terminated</b> |
| <b>Contractor Name</b>         | <b>Period Covered by this Certification</b>             |

Dr. Joseph Pepe, President/CEO  
**Name and Title of Authorized Contractor Representative**

|                                                                                     |                 |
|-------------------------------------------------------------------------------------|-----------------|
|  | <u>12/20/12</u> |
| <b>Contractor Representative Signature</b>                                          | <b>Date</b>     |

**NH Department of Health and Human Services**

**Standard Exhibit E**  
**CERTIFICATION REGARDING LOBBYING**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS**  
**US DEPARTMENT OF EDUCATION – CONTRACTORS**  
**US DEPARTMENT OF AGRICULTURE – CONTRACTORS**

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

**Contract Period:** Date of G&C Approval, until terminated.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
- 2) If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, attached and identified as Standard Exhibit E-I.
- 3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

  
\_\_\_\_\_  
**Contractor Signature**

\_\_\_\_\_  
**President/CEO**  
**Contractor's Representative Title**

Catholic Medical Center  
\_\_\_\_\_  
**Contractor Name**

12/20/12  
\_\_\_\_\_  
**Date**

**NH Department of Health and Human Services**

**Standard Exhibit F**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions, execute the following Certification:

**Instructions for Certification**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transition. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction", "provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

#### **PRIMARY COVERED TRANSACTIONS**

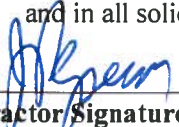
1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. have not within a three-year period preceding this proposal (contract) been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1 b of this certification; and
  - d. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

#### **Lower Tier Covered Transactions**

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

|                                                                                                                             |                                                                    |
|-----------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|
| <br>_____<br><b>Contractor Signature</b> | President/CEO<br>_____<br><b>Contractor's Representative Title</b> |
| Catholic Medical Center<br>_____<br><b>Contractor Name</b>                                                                  | 12/20/12<br>_____<br><b>Date</b>                                   |

## **NH Department of Health and Human Services**

- Exhibit G -** Certification Regarding the Americans with Disabilities Act Compliance does not apply to this agreement.
- Exhibit H -** Certification Regarding Environmental Tobacco Smoke does not apply to this agreement.
- Exhibit I -** Health Insurance Portability and Accountability Act, Business Associate Agreement does not apply to this agreement.
- Exhibit J -** Certification Regarding The Federal Funding Accountability and Transparency Act (FFATA) Compliance does not apply to this agreement.

# Procedures for Application

## OVERVIEW

The U.S Homeland Security Grant award funding to New Hampshire is distributed and monitored following federal guidelines and procedures. The process for the Critical Care and Supplemental Oxygen Program will comply with those requirements.

1. Both the municipality and hospital will sign and return documents per the instructions below.
2. DPHS will sign and forward the agreement documents for approval by the Governor and Executive Council.
3. DPHS will provide written approval of the agreement, once it has received final state approval through the Governor and Executive Council.
4. DPHS will provide the approved Critical Care and Supplemental Oxygen Program portable ventilators to the hospital.

## TO APPLY

a) Please review and sign the following enclosed documents:

1) "Grant Agreement" document (13 pages)

a. Hospital designee:

- signs on Page 1 in Section 1.11.; fills in name & title in Section 1.12. Section 1.13., 1.13.1. and 1.13.2 must be completed by a **Notary Public or Justice of the Peace**
- signs on Pages 9, 10 and 12
- initials and dates at the bottom of Pages 2 thru 13, where indicated
- writes in the name and contact info of the Hospital's Program Manager for this project, on Page 7.

b. **Municipal designee signs and dates on Page 7.** Municipal Certificate of Vote must show designee was authorized on the date of signature to do so. This form must be notarized on the same date authorized signatory signs for Municipality, or **after**.

- 2) Certificate of Vote – Hospital. This document ensures the person signing the agreement is authorized, as of the date he or she signs, to enter into agreements with the State of New Hampshire. The enclosed 'Guidance on Cert Auth-Vote' explains what is required. Additionally, the enclosed Certificate example can be utilized to assist you, however, please use your own format to ensure the Certificate clearly states the actions taken by your Board and authorizes the person signing to enter into agreements with the State of New Hampshire.
- 3) Certificate of Vote – Municipality. To be completed by the Municipality. This required document certifies that: a) the municipal governing body has agreed to let the ventilators be given to the hospital, and b) the person who signed for the municipality is authorized to do so.
- 4) Attachment 1 - "Grant Terms and Conditions." This is to be signed by the hospital's designated Program Manager (for this project), Financial Officer and Authorized Official.

For Attachment 1 and 2, For the Hospital – (these cannot be the same three people)

Program Manager/Contact – the person who will be coordinating the Critical Care and Supplemental Oxygen Program implementation at the hospital.

Financial Officer – the person designated as responsible for financial oversight at the hospital.

Authorized Official – the person authorized to sign such an agreement for the hospital.

- 5) Attachment 2 - "Acceptance of Audit Requirements." This is to be signed by the hospital's designated Program Manager (for this project), Financial Officer, and Authorized Official.

6) **Also required to send in with the signed documents:**

- a. A Certificate of Good Standing for the hospital, from the New Hampshire Secretary of State's Office, issued any time after **April 1, 2012**. Can be an original or a copy of an existing certificate. This certificate is proof of a company/organization's existence. Requests may be made in writing or hand delivered to:

Secretary of State  
Corporate Division  
State House, Room 204  
107 North Main Street  
Concord, NH 03301-4989

Requests must include the complete name of the organization *as it is registered with the Secretary of State's office* and a check for \$5.00 made payable to the State of New Hampshire. To expedite this service you will be billed \$30. Please include your mailing address, phone and fax numbers, filing date for the current year annual report and corresponding check number. You will receive a fax of the Certificate as well as a mailed version.

- b. A Certificate of Insurance, demonstrating coverage as outlined in the Grant Agreement's General Provisions, Section 17. The **Director, Div. of Public Health Svcs, NH DHHS, 29 Hazen Drive, Concord, NH 03301-6504** must be listed as Certificate Holder, and a minimum of 10 days provided in cancellation section.

**Summary List of Documents to Return:**

- 1) Grant Agreement, signed and initialed (13 pages) and **Notarized** on page 1
- 2) Certificate of Vote – Hospital, signed and **Notarized**
- 3) Certificate of Vote – Municipality, signed and **Notarized**
- 4) Attachment 1, signed
- 5) Attachment 2, signed
- 6) A Certificate of Good Standing, from the Secretary of State's Office
- 7) A Certificate of Insurance, including Workman's Compensation

**PLEASE RETURN THE APPLICATION DOCUMENTS TO**

Deb Yeager, Director of Emergency Preparedness  
New Hampshire Hospital Association  
125 Airport Road  
Concord, NH 03301

EXAMPLE/GUIDANCE

CERTIFICATE OF VOTE/AUTHORITY

I, Michael Rose of the Southern New Hampshire Medical Center, do hereby certify that:

1. I am the duly elected Senior Vice President, Finance/Treasurer of Southern New Hampshire Medical Center;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation, duly held on December 13, 2011;

RESOLVED: That this corporation may enter into any and all contracts, amendments, renewals, revisions or modifications thereto, with the State of New Hampshire, acting through its Department of Health and Human Services.

RESOLVED: That the President/CEO is hereby authorized on behalf of this corporation to enter into said contracts with the State, and to execute any and all documents, agreements, and other instruments, and any amendments, revisions, or modifications thereto, as he may deem necessary, desirable or appropriate. Thomas E. Wilhelmsen, Jr. is the duly elected President/CEO of the corporation.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of \_\_\_\_\_ (the date Thomas signs the agreement-remove this text).

IN WITNESS WHEREOF, I have hereunto set my hand as the Senior Vice President, Finance/Treasurer of the corporation this \_\_\_\_\_ day of \_\_\_\_\_ (date that Thomas signed the agreement-please remove this text).

\_\_\_\_\_  
Michael Rose  
Senior Vice President, Finance/Treasurer

STATE OF NH

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ (same date that both Michael and Thomas signed the agreement-please remove this text) by Michael Rose.

\_\_\_\_\_  
Notary Public/Justice of the Peace  
My Commission Expires: \_\_\_\_\_

**CERTIFICATE OF VOTE**

I, \_\_\_\_\_, do hereby certify that:  
 (Name of the Clerk of the Municipality)

1. I am the duly elected Clerk of \_\_\_\_\_;  
 (Name of the Municipality)
2. The following are true copies of two resolutions duly adopted at a meeting of \_\_\_\_\_, duly held on \_\_\_\_\_, 20\_\_\_\_;  
 (Municipal Elected Governing Body)

RESOLVED: That the municipality agrees that portable ventilators, provided by the State of New Hampshire, acting through its Department of Health and Human Services, Division of Public Health Services for the benefit of the municipality in emergency situations, be granted directly to \_\_\_\_\_ to be stored, maintained and deployed as necessary.  
 (Name of the Hospital)

RESOLVED: That the \_\_\_\_\_ is hereby authorized on behalf of this  
 (Title of Person Signing for Municipality)  
 Municipality to approve said agreement with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of \_\_\_\_\_, 20\_\_\_\_.  
 (Date of Municipal Signature)
4. \_\_\_\_\_ is the duly appointed \_\_\_\_\_ of the municipality.  
 (Name of Person Signing for Municipality) (Title of Person Signing for Municipality)

\_\_\_\_\_  
 (Signature of the Clerk of the Municipality)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_.  
 (Name of the Clerk of the Municipality)

\_\_\_\_\_  
 Notary Public/Justice of the Peace  
 My Commission Expires:

**Attachment 2**  
**ACCEPTANCE OF AUDIT REQUIREMENTS**  
**FFY 2008 Homeland Security Grant Program**

We agree to have an audit conducted in compliance with OMB Circular A-133, if applicable. If a compliance audit is not required, at the end of each audit period we will certify in writing that we have not expended the amount of federal funds that would require a compliance audit (\$500,000). If required, we will forward for review and clearance a copy of the completed audit(s) to the following:

NH Department of Health and Human Services  
Bureau of Infectious Disease Control  
29 Hazen Drive  
Concord, NH 03301

The following is information on the next organization-wide audit that will include this agency:

1. \*Audit Period  
(Organization's fiscal or calendar year to be audited)

Beginning: \_\_\_\_\_ Ending: \_\_\_\_\_  
date date

2. Audit will be submitted to NH DHHS Bureau of Infectious Disease Control by:  
(Date must be no later than the ninth month after the end of the audit period)

Date: \_\_\_\_\_

Additionally, we have or will notify our auditor of the above audit requirements prior to performance of the audit for the period listed above. We will also ensure that, if required, the entire grant period will be covered by a compliance audit which in some cases will mean more than one audit must be submitted. We will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular A-133.

NH DHHS will furnish any information regarding the OMB Circular audit requirements, upon request.

**FAILURE TO COMPLETE THIS FORM WILL RESULT IN YOUR GRANT AWARD BEING  
DELAYED AND/OR CANCELLED.**

**Signatures:**

**Dated** \_\_\_\_\_

\_\_\_\_\_  
Program Director

\_\_\_\_\_  
Financial Officer

\_\_\_\_\_  
Authorized Official

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

**Attachment 1**  
**GRANT TERMS AND CONDITIONS – FFY 2008 HSGP**

NOTE: The Grant terms and conditions must be submitted within thirty (30) days from award date and prior to disbursement of funds unless otherwise specified.

As a condition of the receipt of these funds:

Funding may be suspended or terminated for filing a false certification in this application or other reports or documents as part of this program.

1. Freedom of Information Act (FOIA): FEMA recognizes that much of the information submitted in the course of applying for funding under this program or provided in the course of its grant management activities may be considered law enforcement sensitive or otherwise important to national security interests. While this information under Federal control is subject to requests made pursuant to the Freedom of Information Act (FOIA), 5. U.S.C. §552, all determinations concerning the release of information of this nature are made on a case-by-case basis by the FEMA FOIA Office, and may likely fall within one or more of the available exemptions under the Act. The applicant is encouraged to consult its own State and local laws and regulations regarding the release of information, which should be considered when reporting sensitive matters in the grant application, needs assessment and strategic planning process. The grantee may also consult FEMA regarding concerns or questions about the release of information under State and local laws. The grantee should be familiar with the regulations governing Protected Critical Infrastructure Information (6 CFR Part 29) and Sensitive Security Information (49 CFR Part 1520), as these designations may provide additional protection to certain classes of homeland security information.
2. Availability of Federal Funds: This grant award is contingent upon availability of federal funds approved by Congress. No State funds will be substituted should Federal funds be no longer available for this project.
3. Reports: The sub-grantee shall submit, at such times and in such form as may be prescribed, such reports as NH DOS may reasonably require, including quarterly financial reports, progress reports, final financial reports and evaluation reports. Recipients shall be responsible for providing updated obligation and expenditure information on a regular basis. The State DOS must provide to FEMA consolidated information in the Biannual Strategy Implementation Reports (BSIR) and the Categorical Assistance Progress Reports (CAPR) and local and other funding recipients shall be obligated to supply requested data to meet these obligations.
4. Applicable Federal Regulations: The recipient agrees to comply with the organizational audit requirement of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit organizations. The recipient must comply with the Office of Management and Budget (OMB) Circulars, as applicable: A-21 Cost Principles for Educational Institutions; A-87 Cost Principles for State and Local Governments; A-110 Uniform Administrative Requirements for Grants and Agreements with Institutions; and, A-122 Cost Principles for Non-Profit Organizations. Also, the Sub-grantee must comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part II, Applicability of Office of Management and Budget Circulars; Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 42, Non-discrimination Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66 (formerly OMB Circular A-102), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
5. Allowable Costs: The allowability of costs incurred under any grant shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars referenced above.
6. Audit Requirements: The sub-grantee agrees to comply with the requirements of OMB Circular A-133. Further, records with respect to all matters covered by this grant shall be made available for audit and inspection by NH DOS and/or any of its duly authorized representatives. If required, the audit report must specifically cite that the report was done in accordance with OMB Circular A-133. If a compliance audit is not required, a written certification must be provided at the end of each audit period stating that the sub-

## Attachment 1

### GRANT TERMS AND CONDITIONS – FFY 2008 HSGP

NOTE: The Grant terms and conditions must be submitted within thirty (30) days from award date and prior to disbursement of funds unless otherwise specified.

grantee has not expended the amount of federal funds that would require a compliance audit. The sub-grantee agrees to accept these requirements by the completion of the cover page and the signature page of the application.

7. Equal Employment Opportunity: No person shall on the grounds of race, creed, color or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under sub-grants awarded pursuant to the Act governing these funds or any project, program, activity or sub-grant supported by such requirements of Title VI of the Civil Rights Act of 1964, and all applicable requirements pursuant to the regulations of the Department of Commerce (Title 15, code of Federal Regulations, Part 8, which have been adopted by the Federal Funding Agency); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Labor Regulation 41 CFR Part 60; and the Department of Justice Non-discrimination Regulations 28 CFR Part 42, Subparts C, D, E and G. The sub-grantee must therefore ensure it has a current Equal Employment Opportunity Program (EEOP) which meets the requirements of 28 CFR 42.301. The Sub-grantee further agrees to post in a conspicuous place, available to all employees and applicants for employment, notices setting forth the provisions of the EEOP, as supplemented in Department of Labor Regulations 41 CFR Part 60. The Sub-grantee assures that in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a recipient of funds, the recipient will immediately forward a copy of the findings to NH DOS.
8. Civil Rights Compliance and Notification of Findings: The grantee will comply with the nondiscrimination requirements of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et. seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et. seq.; the Age Discrimination Act of 1975, as amended, 20 U.S.C. 6101 et. Seq.; Department of Homeland Security's Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Homeland Security's regulations on disability discrimination, 28 CFR Part 35 and 39. In the event a Federal or State court, Federal or State administrative agency, or the Sub-grantee or Contractor makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the Sub-grantee or Contractor will forward a copy of the findings to NH DOS who will, in turn, submit the findings to the Department of Homeland Security Office for Civil Rights and Civil Liberties.
9. Limited English Proficiency: The sub-grantee will comply with Executive Order 13166 "Improving Access to Services for Persons with Limited English Proficiency". When implementing Department of Homeland Security/FEMA funded activities, the recipient must comply with all federal civil rights laws, to include Title VI of the Civil Rights Act of 1964, as amended. The recipient is required to take reasonable steps to ensure persons of limited English proficiency have meaningful access to language assistance services regarding the development of proposals and budgets and conducting FEMA funded activities.
10. Conflict Of Interest: Personnel and other officials connected with this grant shall adhere to the requirements given below:

Appearance: In the use of these grant funds, officials or employees of state or local units of government and non-governmental grantees/sub-grantees shall avoid any action that might result in, or create the appearance of the following:

- 1) Using his or her official position for private gain;
- 2) Giving preferential treatment to any person;
- 3) Losing complete independence or impartiality;
- 4) Making an official decision outside official channels; and/or
- 5) Adversely affecting the confidence of the public in the integrity of the government or the program.

**Attachment 1**

**GRANT TERMS AND CONDITIONS – FFY 2008 HSGP**

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11. **Bonding:** It is strongly recommended that all officials identified on this grant who have authority to obligate, expend or approve expenditures be bonded for an amount no less than the total amount of the grant, including match. (RSA 31:95B)
12. **Non-Supplanting Agreement:** The sub-grantee shall not use grantor funds to supplant state or local funds or other resources that would otherwise have been made available for this program. **Non-Supplanting Certification:** This certification, which is a required component of the New Hampshire application, affirms that federal Homeland Security grant funds will be used to supplement (add to) existing funds, and will not supplant (replace) funds that have been locally appropriated for the same purpose. Potential supplanting will be addressed in the application review as well as in the pre-award review, post award monitoring, and the audit. Applicants and/or grantees will be/may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons OTHER than the receipt or expected receipt of federal Homeland Security grant funds.

Supplanting funds is loosely defined (for these purposes) as using federal grant money to “replace” or “take the place of” existing local funding for equipment or programs. The funds are intended to provide local entities with increased capabilities or to build capacity to address CBRNE/WMD terrorist incidents. Federal Homeland Security grant funds cannot be used to replace aged, local equipment; instead they are intended to help increase capabilities. The funds are not to be used to replace items that are worn out/broken or for replacing (supplanting) routine local budget expenses.
13. **Written Approval of Changes:** Any mutually agreed upon changes to this sub-grant must be approved, in writing, by NH DOS prior to implementation or obligation and shall be incorporated in written amendments to this grant. This procedure for changes to the approved sub-grant is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application.
14. **Bidding Requirements:** The sub-grantee must comply with proper competitive bidding procedures as required by 28 CFR Part 66 (formerly OMB Circular A-102) or OMB Circular A-110, as applicable. On any items, including that bid in the aggregate, whose total cost is less than \$5,000, the bids do not have to be submitted to the NH DOS for review and approval; but adequate documentation must be maintained in the sub-grantee's files.
  - a. **Buy American Act:** In general, grantees are not required to comport with the restrictions of the Buy American Act (41 U.S.C. 10a) However, grants authorized under the Stafford Act, including EMPG program, must follow these standards. The Buy American Act requires that all materials purchased be produced in the United States, unless such materials are not available, or such purchases would not be in the public interest.
15. **Obligation of Grant Funds:** Grant funds may not be obligated prior to the effective date of the approved grant application and without advance written approval by NH DOS. No obligations may be made, and the final request for payment must be submitted, no later than 30 calendar days before the end of the grant period.
16. **Utilization and Payment of Grant Funds:** Funds awarded are to be expended only for purposes and activities covered by the grant recipients approved project plan and budget. Items must be in the sub-grantee's approved grant budget in order to be eligible for reimbursement. Payments will be adjusted to correct previous overpayments and disallowances or under payments resulting from audit. Claims for reimbursement must be submitted no more frequently than once a month and no less than once a quarter. Grants failing to meet this requirement, without prior written approval, are subject to cancellation.
17. **Recording and Documentation of Receipts and Expenditures:** Sub-grantee's accounting procedures must provide for accurate and timely recording of receipt of funds by source of expenditures made from such funds and unexpended balances. These records must contain information pertaining to grant awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the sub-grant activities are for

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allowable purposes. Additionally, effective control and accountability must be maintained for all grant cash, real and personal property and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, grant award documents, etc.

18. **Financial Responsibility:** The financial responsibility of sub-grantee must be such that the sub-grantee can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems should meet the following criteria:
- a) Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant;
  - b) Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located;
  - c) The accounting system should provide accurate and current financial reporting information; and,
  - d) The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.
19. **Retention of Records:** Records for non-expendable property purchased totally or partially with grantor funds must be retained for three years after its final disposition. All other pertinent grant records including financial records, supporting documents and statistical records shall be retained for a minimum of three years after the final expenditure report. However, if any litigation, claim or audit is started before the expiration of the three year period, then records must be retained for three years after the litigation, claim or audit is resolved.
20. **Property Control:** Effective control and accountability must be maintained for all personal property. Sub-grantees must adequately safeguard all such property and must assure that it is used solely for authorized purposes. Sub-grantees should exercise caution in the use, maintenance, protection and preservation of such property.
- a. **Title:** Subject to the obligations and conditions set forth in 28 CFR Part 66 (formerly OMB Circular A-102), title to non-expendable property acquired in whole or in part with grant funds shall be vested in the sub-grantee. Non-expendable property is defined as any item having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.
  - b. **Property Control Record:** The sub-grantee agrees to be subject to a biennial audit by NH DOS and/or its duly authorized representatives. Upkeep, maintenance, and training of and for equipment procured as part of the Homeland Security grant program is a local and/or grantee responsibility. The inventory of this equipment is a local responsibility and the recipient of such understands that inspections, auditing, and inventory accounting of this equipment may occur as a condition of this grant either from Federal, State or other appropriate level agency and agent
  - c. **Use and Disposition:** Equipment shall be used by the sub-grantee in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal funds. When use of the property for project activities is discontinued, the sub-grantee shall request, in writing, disposition instructions from NH DOS prior to actual disposition of the property. Theft, destruction, or loss of property shall be reported to NH DOS immediately. To comply with OMB circular A-87, equipment valued over \$5,000 must be inventoried and tracked locally and be reported to the NH Department of Safety (DOS) Grants Management Unit for 3 years or until the item carries a depreciated value of less than \$100. The disposition of the equipment must be reported. DOS recommends consulting

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with local auditors for GASB-34 compliance and disposition rules governing equipment procured with Federal funds.

21. Performance: This grant may be terminated or fund payments discontinued by NH DOS where it finds a substantial failure to comply with the provisions of the legislation governing these funds or regulations promulgated, including those grant conditions or other obligations established by NH DOS. In the event the sub-grantee fails to perform the services described herein and has previously received financial assistance from NH DOS, the sub-grantee shall reimburse NH DOS the full amount of the payments made. However, if the services described herein are partially performed, and the sub-grantee has previously received financial assistance, the sub-grantee shall proportionally reimburse NH DOS for payments made.
22. Deobligation of Grant Funds: All grants must be deobligated within thirty (30) calendar days of the end of the grant period. Failure to deobligate the grant in a timely manner will result in an automatic deobligation of the grant by NH DOS.
23. Final Report: The report is in addition to the cumulative progress reports and is also due 30 days after the end of the grant period.
24. Copyright: Except as otherwise provided in the terms and conditions of this grant, the sub-grantee or a contractor paid through this grant is free to copyright any books, publications or other copyrightable materials developed in the course of or under this grant. However, the federal awarding agency and/or state funding agency (NH DOS) reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government and/or NH DOS purposes:
  - a. the copyright in any work developed under this grant or through a contract under this grant; and,
  - b. any rights of copyright to which a sub-grantee or subcontractor purchases ownership with grant support.The federal government's rights and/or NH DOS' rights identified above must be conveyed to the publisher and the language of the publisher's release form must ensure the preservation of these rights.
25. Americans with Disabilities Act of 1990 (ADA): The sub-grantee must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.
26. Integrating Individuals with Disabilities into Emergency Planning: Executive Order #13347, entitled "Individuals with Disabilities in Emergency Preparedness" and signed in July 2004, requires the Federal Government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism. DHS has outlined several steps for States to consider in protecting individuals with disabilities.

Further information on this issue can be found at the Disability and Emergency Preparedness Resource Center at <http://www.disabilitypreparedness.gov>; Guidelines for Accommodating Individuals with Disabilities in Disaster at <http://www.fema.gov/oer/reference/>; and Lessons Learned Information Sharing resource page on Emergency Planning for Persons with Disabilities and Special Needs at <http://www.LLIS.gov>. This resource center provides information to assist emergency managers in planning and response efforts related to people with disabilities. In addition, all grantees should be mindful of Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination based on disability by recipients of Federal Financial assistance.

27. Compliance with the National Energy Conservation Policy and Energy Policy Acts: In accordance with FY 2008 DHS Appropriations Act, all FY 2008 grant funds must comply with two requirements:

None of the funds made available through FY 2008 HSGP shall be used in contravention of the Federal buildings performance and reporting requirements of Executive Order No. 13123, part 3 of title V of the

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National Energy Conservation Policy Act (42 USC 8251 et seq), or subtitle A of title I of the Energy Policy Act of 2005 (including amendments made thereby).

None of the funds made available through FY 2008 HSGP shall be used in contravention of section 303 of the Energy Policy Act of 1992 (42 USC 13212).

28. Compliance with Section 504 of the Rehabilitation Act of 1973 (Handicapped): All recipients of federal funds must comply with Section 504 of the Rehabilitation Act of 1973. Therefore, the federal funds recipient pursuant to the requirements of the Rehabilitation Act of 1973 hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap, be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from federal financial assistance. The recipient agrees it will ensure that requirements of the Rehabilitation Act of 1973 shall be included in the agreements with and be binding on all of its sub-grantees, contractors, subcontractors, assignees or successors.
29. Construction and Renovation: Construction and Renovation is generally prohibited except as outlined below. Such construction and renovation shall be strictly limited and allowable only when it is a necessary component of a security system at critical infrastructure facilities.
- a. CCP and MMRS funds may not be used for any type of construction or renovation
  - b. Project construction and renovation not exceeding \$1,000,000 is allowable, as deemed necessary. The following types of projects are considered to constitute construction or renovation, and must be submitted to FEMA for compliance review under Federal environmental planning and historic preservation (EHP) laws and requirements prior to initiation of the project:
    - Construction and/or renovation to guard facilities
    - Renovation of and modifications, including the installation of security and communication equipment, to buildings and structures that are 50 years old or older
    - Any other construction or renovation efforts that change or expand the footprint of a facility or structure, including security enhancements to improve perimeter security.
  - c. Physical security enhancements, including but not limited to:
    - Lighting
    - Fencing
    - Closed-circuit television (CCTV) systems
    - Motion detection systems
    - Barriers, doors, gates and related security enhancements
  - d. In addition, the erection of communications towers that are included in a jurisdiction's interoperable communications plan is allowed, subject to all applicable laws, regulations, and licensing provisions. Communication tower projects must be submitted to FEMA for EHP review.
30. Environmental and Historic Preservation (EHP) Compliance FEMA is required to consider the potential impacts to the human and natural environment of projects proposed for FEMA funding. FEMA, through its EHP Program, engages in a review process to ensure that FEMA-funded activities comply with various Federal laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). The goal of these compliance requirements is to protect our nation's water, air, coastal, wildlife, agricultural, historical, and cultural resources, as well as to minimize potential adverse effects to children and low-income and minority populations. Grantees may be required to provide additional detailed information about the project, including the following: location; description of the project including any associated ground disturbance work, extent of modification of existing structures, construction equipment to be used, staging areas, access roads, etc.; year the existing facility was built; natural, biological, and/or cultural resources present in the project vicinity; visual documentation such as site and facility photographs, project plans, maps, etc; and possible project alternatives.

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Because of the potential for significant adverse effects to EHP resources or public controversy, some projects may require an additional assessment or report, such as an Environmental Assessment, Biological Assessment, archaeological survey, cultural resources report, wetlands delineation, or other document, as well as a public comment period. Grantees are responsible for the preparation of such documents, as well as for the implementation of any treatment or mitigation measures identified during the EHP review that are necessary to address potential adverse impacts. Failure of the grantee to meet Federal, State, and local EHP requirements, obtain applicable permits, and comply with any conditions that may be placed on the project as a result of FEMA's EHP review may jeopardize Federal funding. Please refer to IB 271 for information on Environmental Planning and Historic Preservation Requirements for Grants.

31. Political Activity: None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act."
32. Debarment Certification: With the signing of the grant application, the sub-grantee agrees to comply with Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements" form. (Attached)
33. Drug-Free Workplace Certification: the Federal Drug-Free Workplace Act of 1988 requires this certification. The federal regulations, published in the January 31, 1989, Federal Register, require certification by state agency sub-grantees that they will maintain a drug-free workplace.
34. Disclosure of Federal Participation: In compliance with Section 623 of Public Law 102-141, the sub-grantee agrees that no amount of this award shall be used to finance the acquisition of goods and services (including construction services) for the project unless the sub-grantee agrees to the following:
  - a. Specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved (including construction services) the amount of federal funds that will be used to finance the acquisition; and,
  - b. Expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.The above requirements only apply to a procurement for goods or services (including construction services) that has an aggregate value of \$500,000 or more.
35. Publications: The sub-grantee agrees that any publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the sub-grantee describing programs or projects funded in whole or in part with federal funds, shall contain the following statement:
  1. "This project was supported by U.S. Department of Homeland Security Funds awarded by the sub-grantee agency through the NH Department of Safety." The recipient agrees that all publications created with funding under this grant shall prominently contain the following: "this document was prepared under a grant from the U.S. Department of Homeland Security/FEMA". Points of view expressed in this document are those of the authors and do not necessarily represent the official position or policy of FEMA, the Department of Homeland Security or the NH Department of Safety (DOS)".
  2. The sub-grantee also agrees that one copy of any such publication will be submitted to NH DOS to be placed on file and distributed as appropriate to other potential sub-grantees or interested parties. NH DOS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the sub-grantee.

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36. Closed-Captioning of Public Service Announcements: Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of the federal government shall include closed captioning of the verbal content of such announcement.
37. Fiscal Regulations: The fiscal administration of grants shall be subject to such further rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by NH DOS Guidelines or "Special Conditions" placed on the grant award.
38. Compliance Agreement: The sub-grantee agrees to abide by all Terms and Conditions including "Special Conditions" placed upon the grant award by NH DOS. Failure to comply could result in a "Stop Payment" being placed on the grant.
39. Suspension or Termination of Funding: NH DOS may suspend, in whole or in part, and/or terminate funding for or impose another sanction on a sub-grantee for any of the following reasons:
- a. Failure to comply substantially with the requirements or statutory objectives of the 2003 Omnibus Appropriations Act issued thereunder, or other provisions of Federal Law.
  - b. Failure to adhere to the requirements, standard conditions or special conditions.
  - c. Proposing or implementing substantial program changes to the extent that, if originally submitted, the application would not have been approved for funding.
  - d. Failure to submit reports.
  - e. Filing a false certification in this application or other report or document.
  - f. Other good cause shown

**CERTIFICATION BY PROGRAM MANAGER/CONTACT\***

I certify that: (1) I understand and agree to comply with the general and fiscal provisions of this grant application including the terms and conditions; (2) I understand and agree to comply with provisions of the regulations governing these funds and all other federal and state laws; (3) all information presented is correct; (4) there has been appropriate coordination with affected agencies; (5) I am duly authorized by the applicant to perform the tasks of Program Manager/Contact as they relate to the requirements of this grant application; (6) costs incurred prior to Grantee approval may result in the expenditures being absorbed by the sub-grantee; and, (7) the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: JOHN QUEVILLON

Title: CHAIN EMANAGEMENT

Mailing Address: 100 Mcgregor St  
MANCHESTER NH

Phone Number: 603-663-2067

Fax Number: 603-663-2069

E-Mail Address: 03102

Signature: JOHN QUEVILLON

JQUEVILLON@CMC-NH.org

**Attachment 1**

**GRANT TERMS AND CONDITIONS – FFY 2008 HSGP**

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**CERTIFICATION BY FINANCIAL OFFICER\***

I certify that: (1) I understand and agree to comply with the general and fiscal provisions of this grant application including the terms and conditions; (2) I understand and agree to comply with provisions of the regulations governing these funds and all other federal and state laws; (3) all information presented is correct; (4) there has been appropriate coordination with affected agencies; (5) I am duly authorized by the applicant to perform the tasks of Financial Officer as they relate to the requirements of this grant application; (6) costs incurred prior to Grantee approval may result in the expenditures being absorbed by the sub-grantee; and, (7) the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: Edward L. Dudley III

Title: Exec. VP / CFO

Phone Number: 603 663-6180

Mailing Address: 100 McGregor St.  
Manchester, NH 03102

Fax Number: 603 663-6231

E-Mail Address: edudley@cmc-nh.org

Signature: 

**CERTIFICATION BY AUTHORIZED OFFICIAL\***

I certify that: (1) I understand and agree to comply with the general and fiscal provisions of this grant application including the terms and conditions; (2) I understand and agree to comply with provisions of the regulations governing these funds and all other federal and state laws; (3) all information presented is correct; (4) there has been appropriate coordination with affected agencies; (5) I am duly authorized by the applicant to perform the tasks of Authorized Official as they relate to the requirements of this grant application; (6) costs incurred prior to Grantee approval may result in the expenditures being absorbed by the sub-grantee; and, (7) the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: Joseph Pepe, MD

Title: President + CEO

Phone Number: 603 663-6552

Mailing Address: 100 McGregor St.  
Manchester, NH 03102

Fax Number: 603 663-6850

E-Mail Address: jpepe@cmc-nh.org

Signature: 

12/20/12

**\*NOTE: THE PROJECT DIRECTOR, FINANCIAL OFFICER AND AUTHORIZED OFFICIAL CANNOT BE THE SAME PERSON.**



# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CATHOLIC MEDICAL CENTER is a New Hampshire nonprofit corporation formed November 7, 1974. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 19<sup>th</sup> day of April, A.D. 2012

A handwritten signature in dark ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

## **Guidance on what is required in a Certificate of Vote/Authority**

Each contract between the State and a business organization (not individual) must have attached to it evidence of authority of the contractor to execute and be bound by the contract.

The Certificate of Vote/Authority must contain following basic elements:

- The authority that allows your corporation to enter into contracts, (By-Laws, Board of Directors, etc.), and date of authority.
- The title(s) of the person(s) authorized to execute the contract and bind the business organization.
- The name(s) of the person(s) that currently occupy the authorized position(s).
- Statement that the person(s) authorized to execute the contract holds that office as of the date of the execution.

### **Important notes:**

- If a Municipality - the local ordinance or an excerpt of minutes must be included evidencing that the individual(s) executing the contract have the authority to bind the municipality.
- The person authorized in the vote cannot be the same person who signs the Certificate of Vote/Authority, unless the Certificate of Vote/Authority states that that person is the sole shareholder, member, director, etc.
- The Certificate of Vote/Authority must be notarized if no corporate seal.

## CERTIFICATE OF VOTE

I, Margaret-Ann Moran, Officer and Secretary, of Catholic Medical Center, do hereby certify that:

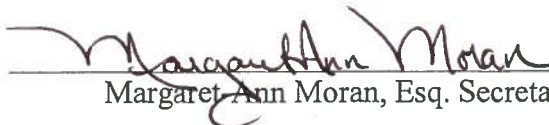
1. I am the duly elected Secretary of Catholic Medical Center.
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation, duly held on December 20, 2012.

RESOLVED: That this corporation may enter into any and all contracts, amendments, renewals, revisions or modifications thereto, with the State of New Hampshire, acting through its Department of Health and Human Services Division of Public Health Services.

RESOLVED: That the President & CEO is hereby authorized on behalf of this corporation to enter into said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate. Joseph Pepe, MD is the duly elected President and CEO of the corporation.


3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of December 20, 2012.

IN WITNESS WHEREOF, I have hereunto set my hand as the Officer of <sup>Secretary</sup>~~Treasurer~~ of the corporation this 20<sup>th</sup> day of December, 2012.

  
Margaret Ann Moran, Esq. Secretary

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 20<sup>th</sup> of December, 2012 by Dorothy Welsh.

  
Dorothy C. Welsh, Notary Public  
My Commission Expires: June 3, 2014



**James A. Burkush**  
Chief of Department



**City of Manchester**  
***Fire Department***

TO: James Roy, Chairman CIP Committee  
FROM: Chief James A. Burkush  
DATE: January 29, 2013  
RE: Grant Award-Fire Station Alerting System

The following grant award has been received by the Fire Department and require acceptance by the CIP Committee.

The total cost of the project is \$120,500.00 for a Fire Station Alerting System-Federal share at 80% is \$96,400.00-local match is 20% of \$24,100.00. This alerting system is an integral part of all fire stations, including the new Hackett Hill Station. I propose that the city match would come from the Hackett Hill Station CIP budget.

U.S. Department of Homeland Security  
Washington, D.C. 20472



# FEMA

Mr. Nicholas Campasano  
Manchester Fire Department  
100 Merrimack St  
Manchester, New Hampshire 03101-2209

Re: Grant No.EMW-2012-FO-04946

Dear Mr. Campasano:

On behalf of the Federal Emergency Management Agency (FEMA) and the Department of Homeland Security (DHS), I am pleased to inform you that your grant application submitted under the FY 2012 Assistance to Firefighters Grant has been approved. FEMA's Grant Programs Directorate (GPD), in consultation with the U.S. Fire Administration (USFA), carries out the Federal responsibilities of administering your grant. The approved project costs total to \$120,500.00. The Federal share is 80 percent or \$96,400.00 of the approved amount and your share of the costs is 20 percent or \$24,100.00.

As part of your award package, you will find Grant Agreement Articles. Please make sure you read and understand the Articles as they outline the terms and conditions of your grant award. Maintain a copy of these documents for your official file. **You establish acceptance of the grant and Grant Agreement Articles when you formally receive the award through the AFG online system.** By accepting the grant, you agree not to deviate from the approved scope of work without prior written approval from FEMA.

If your SF 1199A has been reviewed and approved, you will be able to request payments online. Remember, you should request funds when you have an immediate cash need.

If you have any questions or concerns regarding the awards process or how to request your grant funds, please call the helpdesk at 1-866-274-0960.

A handwritten signature in cursive script, reading "Elizabeth M. Harman".

Elizabeth M. Harman  
Assistant Administrator  
Grant Programs Directorate

# Agreement Articles



# FEMA

U.S. Department of Homeland Security  
Washington, D.C. 20472

## AGREEMENT ARTICLES

### ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM - Operations and Safety program

**GRANTEE:** Manchester Fire Department

**PROGRAM:** Operations and Safety

**AGREEMENT NUMBER:** EMW-2012-FO-04946

**AMENDMENT NUMBER:**

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### Article I - Project Description

The purpose of the Assistance to Firefighters Program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the grantee's project submitted as part of the grantee's application, and detailed in the project narrative as well as the request details section of the application - including budget information - is consistent with the program's purpose and worthy of award. Therefore, the grantee shall perform the work described in the approved grant application as itemized in the request details section of the application and further described in the grant application's narrative. These sections of the application are made a part of these grant agreement articles by reference. The grantee may not change or make any material deviations from the approved scope of work outlined in the above referenced sections of the application without prior written approval from FEMA.

### Article II - Grantee Concurrence

By providing the Primary Contact's electronic signature and indicating acceptance of the award, the grantee accepts and agrees to abide by the terms and conditions of the grant as set forth in this document and the documents identified below. Grantees agree that they will use the funds provided through the Fiscal Year 2012 Assistance to Firefighters Grant Program in accordance with these Articles of Agreement and the program guidelines provided in the Fiscal Year 2012 Assistance to Firefighters Grant program guidance. All documents

submitted as part of the application are made a part of this agreement by reference.

**Article III - Period of Performance**

The period of performance shall be from **21-SEP-12 to 20-SEP-13**.

**Article IV - Amount Awarded**

The amount of the award is detailed on the Obligating Document for the Award attached to these articles. Following are the budgeted estimates for each object class of this grant (including Federal share plus grantee match):

|                  |              |
|------------------|--------------|
| Personnel        | \$0.00       |
| Fringe Benefits  | \$0.00       |
| Travel           | \$0.00       |
| Equipment        | \$120,500.00 |
| Supplies         | \$0.00       |
| Contractual      | \$0.00       |
| Construction     | \$0.00       |
| Other            | \$0.00       |
| Indirect Charges | \$0.00       |
| Total            | \$120,500.00 |

**NEGOTIATION COMMENTS IF APPLICABLE**

Any questions pertaining to your award package, please contact your GPD Grants Management Specialist: Ramesa Pitts at [Ramesa.Pitts@dhs.gov](mailto:Ramesa.Pitts@dhs.gov).

**Article V - Financial Guidelines**

The grantee and any subgrantee shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to FEMA grants are listed below:

*A. Administrative Requirements*

1. 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
2. 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations (OMB Circular A-110)

*B. Cost Principles*

1. 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87)
2. 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
3. 2 CFR Part 230, Cost Principles for Nonprofit Organizations (OMB Circular A-122)
4. Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations

*C. Audit Requirements*

1. OMB Circular A-133, Audits of States, Local Governments, and Nonprofit Organizations

**Article VI - Prohibition on Using Federal Funds**

Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.

**Article VII - GPD Allocations**

The recipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2012 Assistance to Firefighters Grant Program guidance and application kit.

**Article VIII - Financial Reporting**

Recipients of any Assistance to Firefighters Grants will be required to submit a semi-annual Federal Financial Report (FFR) via the automated system on the Standard Form 425. The FFR is intended to provide Federal agencies and grant recipients with a standard format and consistent reporting requirements throughout the government. The FFR, to be submitted using the online e-grant system, will be due semi-annually based on the calendar year beginning with the period after the award is made. Grant recipients will be required to submit a FFR throughout the entire period of performance of the grant.

The reporting periods for the FFR are January 1 through June 30 (Report due by July 31), and July 1 through December 31 (Report due by January 30).

At the end of the grant's period of performance, all grantees are required to produce a final report on how the grant funding was used and the benefits realized from the award. Grantees must submit a final financial report and a final performance report within 90 days after the end of the period of performance.

**Article IX - FEMA Officials**

**Program Officer:** Catherine Patterson is the Program Officer for the Assistance to Firefighters Grant Program. The Program Officer is responsible for the technical monitoring of the stages of work and technical performance of the activities described in the approved grant application.

**Grants Assistance Officer:** Marketa Graham is the Assistance Officer for this grant program. The Assistance Officer is the Federal official responsible for negotiating, administering, and executing all grant business matters. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a specialist.

**Grants Management Division POC:** The Grants Management Specialist shall be contacted to address all financial and administrative grant business matters for this award. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a specialist.

**Article X - Central Contractor Registration (CCR)**

Recipients of an AFG grant are required Central Contractor Registration (CCR) in the SAM.gov system. Active registration in the Central Contractor Registry ensures grantees are compliant with Federal regulations under Federal Financial Accountability and Transparency Act (FFATA). CCR registration is free, and may take up to 5 to 10 business days to process. For help with registering in the CCR, please visit SAM.gov for more information.

**FEDERAL EMERGENCY MANAGEMENT AGENCY  
OBLIGATING DOCUMENT FOR AWARD/AMENDMENT**

|                                                                                                                            |                                                                                                                                       |                                                                                                                          |                                                       |                            |
|----------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|----------------------------|
| 1a. AGREEMENT NO.<br>EMW-2012-FO-04946                                                                                     | 2. AMENDMENT NO.<br>0                                                                                                                 | 3. RECIPIENT NO.<br>02-6000517                                                                                           | 4. TYPE OF ACTION<br>AWARD                            | 5. CONTROL NO.<br>W497208N |
| 6. RECIPIENT NAME AND ADDRESS<br>Manchester Fire Department<br>100 Merrimack St<br>Manchester<br>New Hampshire, 03101-2209 | 7. ISSUING OFFICE AND ADDRESS<br>Grant Programs Directorate<br>500 C Street, S.W.<br>Washington DC, 20528-7000<br>POC: Marketa Graham | 8. PAYMENT OFFICE AND ADDRESS<br>FEMA, Financial Services Branch<br>500 C Street, S.W., Room 723<br>Washington DC, 20472 |                                                       |                            |
| 9. NAME OF RECIPIENT PROJECT OFFICER<br>Nicholas Campasano                                                                 | PHONE NO.<br>6036692256X3501                                                                                                          | 10. NAME OF PROJECT COORDINATOR<br>Catherine Patterson                                                                   | PHONE NO.<br>1-866-274-0960                           |                            |
| 11. EFFECTIVE DATE OF THIS ACTION<br>21-SEP-12                                                                             | 12. METHOD OF PAYMENT<br>SF-270                                                                                                       | 13. ASSISTANCE ARRANGEMENT<br>Cost Sharing                                                                               | 14. PERFORMANCE PERIOD<br>From:21-SEP-12 To:20-SEP-13 |                            |

Budget Period  
From:30-JUL-12 To:30-SEP-12

**15. DESCRIPTION OF ACTION**

a. (Indicate funding data for awards or financial changes)

| PROGRAM NAME ACRONYM | CFDA NO. | ACCOUNTING DATA (ACCS CODE)<br>XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X | PRIOR TOTAL AWARD | AMOUNT AWARDED THIS ACTION<br>+ OR (-) | CURRENT TOTAL AWARD | CUMMULATIVE NON-FEDERAL COMMITMENT |
|----------------------|----------|------------------------------------------------------------------|-------------------|----------------------------------------|---------------------|------------------------------------|
| AFG                  | 97.044   | 2012-1C-3006RG-10000000-4101-D                                   | \$0.00            | \$96,400.00                            | \$96,400.00         | \$24,100.00                        |
| <b>TOTALS</b>        |          |                                                                  | <b>\$0.00</b>     | <b>\$96,400.00</b>                     | <b>\$96,400.00</b>  | <b>\$24,100.00</b>                 |

b. To describe changes other than funding data or financial changes, attach schedule and check here.  
N/A

16a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

Assistance to Firefighters Grant recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)  
N/A

DATE  
N/A

18. FEMA SIGNATORY OFFICIAL (Name and Title)  
Marketa Graham

DATE  
18-SEP-12

[Go Back](#)

# City of Manchester New Hampshire

*In the year Two Thousand and Thirteen*

## A RESOLUTION

“Amending the FY 2013 Community Improvement Program, by transferring, authorizing and appropriating funds in the amount One Hundred Twenty Thousand Five Hundred Dollars (\$120,500) for the FY 2013 CIP 412613 Fire Station Alerting System.”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2013 CIP as contained in the 2013 CIP budget; and

WHEREAS, the 2013 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to accept funding from the United States Department of Homeland Security to purchase equipment required for the installation of a Fire Station Alerting System; and

WEREAS, the Board of Mayor and Aldermen wishes to transfer the previously approved funding amount from Hackett Hill Fire Station;

NOW, THEREFORE, be it resolved that the 2013 CIP be amended as follows:

**By decreasing and transferring:**

FY 2013 CIP 411913 – Hackett Hill Fire Station - \$24,100 Bond  
(from \$2,350,000 Bond to \$2,325,900 Bond)

**By adding:**

FY 2013 CIP 412613 Fire Station Alerting System - \$121,500 Federal/Bond  
(\$24,100 Bond, \$96,400 Federal)

Resolved, that this Resolution shall take effect upon its passage.

# CIP BUDGET AUTHORIZATION

CIP#: 412613 Project Year: 2013 CIP Resolution: 6/12/2012  
 Title: Fire Station Alerting System Amending Resolution: 2/19/2013  
 Administering Department: Fire Department Revision:

Project Description: Funding to support the installation of a Fire Station Alerting System.

**Federal Grants** Federal Grant: Yes **Environmental** Review Required: No  
 Grant Executed: Yes Completed: N/A

## Critical Events

|   |                    |           |
|---|--------------------|-----------|
| 1 | Project Initiation | 9/21/2012 |
| 2 | Project Completion | 9/20/2013 |
| 3 |                    |           |
| 4 |                    |           |
| 5 |                    |           |
|   |                    | 9/20/2013 |

## Line Item Budget

|                        | FEDERAL            | BOND               |               | TOTAL               |
|------------------------|--------------------|--------------------|---------------|---------------------|
| Salaries and Wages     | \$0.00             | \$0.00             | \$0.00        | \$0.00              |
| Fringes                | \$0.00             | \$0.00             | \$0.00        | \$0.00              |
| Design/Engineering     | \$0.00             | \$0.00             | \$0.00        | \$0.00              |
| Planning               | \$0.00             | \$0.00             | \$0.00        | \$0.00              |
| Consultant Fees        | \$0.00             | \$0.00             | \$0.00        | \$0.00              |
| Construction Admin     | \$0.00             | \$0.00             | \$0.00        | \$0.00              |
| Land Acquisition       | \$96,400.00        | \$24,100.00        | \$0.00        | \$120,500.00        |
| Equipment              | \$0.00             | \$0.00             | \$0.00        | \$0.00              |
| Overhead               | \$0.00             | \$0.00             | \$0.00        | \$0.00              |
| Construction Contracts | \$0.00             | \$0.00             | \$0.00        | \$0.00              |
| Other                  | \$0.00             | \$0.00             | \$0.00        | \$0.00              |
| <b>TOTAL</b>           | <b>\$96,400.00</b> | <b>\$24,100.00</b> | <b>\$0.00</b> | <b>\$120,500.00</b> |

## Revisions

|  |
|--|
|  |
|  |
|  |
|  |

Comments: Funds received from the United States Department of Homeland Security. Twenty Percent match (\$24,100) to be transferred from CIP #411913. Program initiation and completion dates determined by the grantor.

# CIP BUDGET AUTHORIZATION

CIP#: **411913** Project Year: **2013** CIP Resolution: **6/12/2012**  
 Title: **Hackett Hill Fire Station** Amending Resolution: **2/19/2013**  
 Administering Department: **Highway** Revision: **#1**

Project Description: **Construction of a new fire station on Hackett Hill Road.**

## Federal Grants

Federal Grant:

Grant Executed:

## Environmental

Review Required:

Completed:

**No**

## Critical Events

|   |                       |           |
|---|-----------------------|-----------|
| 1 | Begin Construction    | 8/15/12   |
| 2 | Complete Construction | 5/15/13   |
| 3 |                       |           |
| 4 |                       |           |
| 5 |                       |           |
|   |                       | 5/15/2013 |

## Line Item Budget

|                        | BOND                  |               |               | TOTAL                 |
|------------------------|-----------------------|---------------|---------------|-----------------------|
| Salaries and Wages     | \$15,000.00           | \$0.00        | \$0.00        | \$15,000.00           |
| Fringes                | \$0.00                | \$0.00        | \$0.00        | \$0.00                |
| Design/Engineering     | \$0.00                | \$0.00        | \$0.00        | \$0.00                |
| Planning               | \$0.00                | \$0.00        | \$0.00        | \$0.00                |
| Consultant Fees        | \$0.00                | \$0.00        | \$0.00        | \$0.00                |
| Construction Admin     | \$0.00                | \$0.00        | \$0.00        | \$0.00                |
| Land Acquisition       | \$0.00                | \$0.00        | \$0.00        | \$0.00                |
| Equipment              | \$110,000.00          | \$0.00        | \$0.00        | \$110,000.00          |
| Overhead               | \$0.00                | \$0.00        | \$0.00        | \$0.00                |
| Construction Contracts | \$2,050,000.00        | \$0.00        | \$0.00        | \$2,050,000.00        |
| Other                  | \$150,900.00          | \$0.00        | \$0.00        | \$150,900.00          |
| <b>TOTAL</b>           | <b>\$2,325,900.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$2,325,900.00</b> |

## Revisions

#1-Transfers \$24,100 Bond to CIP 412613 Fire Alerting System decreasing budget from \$2,350,000 to \$2,325,900.

## Comments:



**CITY OF MANCHESTER**  
**PLANNING AND COMMUNITY DEVELOPMENT**

Planning and Land Use Management  
Building Regulations  
Community Improvement Program  
Zoning Board of Adjustment

Leon L. LaFreniere, AICP  
Director

Pamela H. Goucher, AICP  
Deputy Director - Planning & Zoning

Matthew M. Sink  
Deputy Director - Building Regulations

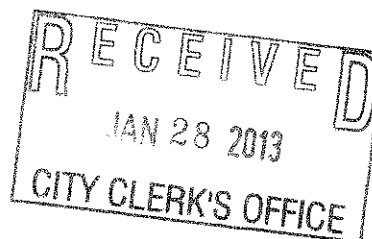
**MEMORANDUM**

To: Alderman Jim Roy,  
Chairman, CIP Committee

From: Leon L. LaFreniere, AICP  
Director, Planning and Community Development

Date: February 4, 2013

Re: CIP #612210 – Neighborhood Stabilization Program 1



**New Funding**

The City has received an additional \$381,851 from the NH Community Development Finance Authority to be used for Neighborhood Stabilization Program activities. This additional allotment is available immediately. Staff recommends offsetting the amount of Bond funding required for the Odd Fellows project by applying this additional funding to it.

Respectfully, I request that the Committee recommend accepting and reallocating these funds and sending approval of the CIP Budget Authorization and Resolution to the full Board.

# CIP BUDGET AUTHORIZATION

CIP #: 612210 Project Year: 2010 CIP Resolution: 5/26/2009  
 Title: Neighborhood Stabilization Project Amending Resolution: 2/19/2013  
 Administering Department: Planning and Community Development Revision: #3

Project Description: To undertake specific, pre-approved projects in City neighborhoods to stabilize local housing values, benefit local businesses, residents and the City.

**Federal Grants** Federal Grant: Yes **Environmental** Review Required: No  
 Grant Executed: Completed:

## Critical Events

|                           |                    |           |
|---------------------------|--------------------|-----------|
| 1                         | Program Initiation | 7/7/09    |
| 2                         | Program Completion | 3/31/13   |
| 3                         |                    |           |
| 4                         |                    |           |
| 5                         |                    |           |
| Expected Completion Date: |                    | 3/31/2013 |

## Line Item Budget

|                        | FEDERAL               |               |               | TOTAL                 |
|------------------------|-----------------------|---------------|---------------|-----------------------|
| Salaries and Wages     | \$0.00                | \$0.00        | \$0.00        | \$0.00                |
| Fringes                | \$0.00                | \$0.00        | \$0.00        | \$0.00                |
| Design/Engineering     | \$0.00                | \$0.00        | \$0.00        | \$0.00                |
| Planning               | \$0.00                | \$0.00        | \$0.00        | \$0.00                |
| Consultant Fees        | \$0.00                | \$0.00        | \$0.00        | \$0.00                |
| Construction Admin     | \$0.00                | \$0.00        | \$0.00        | \$0.00                |
| Land Acquisition       | \$0.00                | \$0.00        | \$0.00        | \$0.00                |
| Equipment              | \$0.00                | \$0.00        | \$0.00        | \$0.00                |
| Overhead               | \$0.00                | \$0.00        | \$0.00        | \$0.00                |
| Construction Contracts | \$0.00                | \$0.00        | \$0.00        | \$0.00                |
| Other                  | \$8,816,851.00        | \$0.00        | \$0.00        | \$8,816,851.00        |
| <b>TOTAL</b>           | <b>\$8,816,851.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$8,816,851.00</b> |

**Revisions**  
 #1-Increases budget by \$380,000  
 #2- Project Completion Date was extended to March 9, 2013 to allow for complete disbursement of escrowed NSP funds set aside for Relocation activity.  
 #3-Increases budget by \$315,000. / #4-Increases budget by \$381,851 Federal and extends project completion date.

**COMMENTS** Funded through HUD Neighborhood Stabilization Program Funds.

# City of Manchester New Hampshire

*In the year Two Thousand and Thirteen*

## A RESOLUTION

“Amending the FY 2010 Community Improvement Program, authorizing and appropriating funds in the amount of Three Hundred Eighty One Thousand Eight Hundred Fifty One Dollars (\$381,851) for the FY 2010 CIP 612210 Neighborhood Stabilization Project.”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2010 CIP as contained in the 2010 CIP budget; and

WHEREAS, the 2010 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, Table 1 contains all sources of State, Federal and Other funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to accept additional federal funds from the Community Development Finance Authority for the successful completion of the Odd Fellows Hall Improvements project;

NOW, THEREFORE, be it resolved that the 2010 CIP be amended as follows:

**By increasing:**

FY 2010 CIP 612210 Neighborhood Stabilization Project - \$381,851 Federal

Resolved, that this Resolution shall take effect upon its passage.



**CITY OF MANCHESTER**  
**PLANNING AND COMMUNITY DEVELOPMENT**

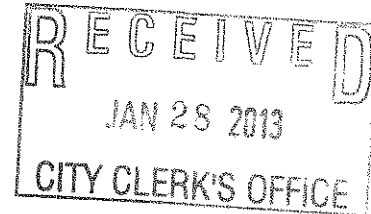
Planning and Land Use Management  
Building Regulations  
Community Improvement Program  
Zoning Board of Adjustment

Leon L. LaFreniere, AICP  
Director

Pamela H. Goucher, AICP  
Deputy Director - Planning & Zoning

Matthew M. Sink  
Deputy Director - Building Regulations

**MEMORANDUM**



To: Alderman Jim Roy,  
Chairman, CIP Committee

From: Leon L. LaFreniere, AICP  
Director, Planning and Community Development

Date: February 4, 2013

Re: CIP #810413 – Odd Fellows Improvements Project

**New Funding**

The Hillsborough County received funding through the Community Development Block Grant program to benefit the Manchester Community Resource Center in the Odd Fellows Building. The grant supplied an additional \$12,500 for Administration costs associated with its management. Staff recommends offsetting the amount of Bond funding required for the Odd Fellows project with this additional funding received.

Respectfully, I request that the Committee recommend accepting and reallocating these funds and sending approval of the CIP Budget Authorization and Resolution to the full Board.

# CIP BUDGET AUTHORIZATION

CIP#: 810413 Project Year: 2013 CIP Resolution: 6/12/2012  
 Title: Odd Fellows Improvements Project Amending Resolution: 2/19/2013  
 Administering Department: Planning and Community Development Revision: #3

Project Description: To assist in the development of the Odd Fellows Hall.

## Federal Grants

Federal Grant:

No

## Environmental

Review Required:

Yes

Grant Executed:

N/A

Completed:

Yes

## Critical Events

|   |                    |           |
|---|--------------------|-----------|
| 1 | Program Initiation | 9/18/2012 |
| 2 | Program Completion | 6/30/2013 |
| 3 |                    |           |
| 4 |                    |           |
| 5 |                    |           |
|   |                    | 6/30/2013 |

## Line Item Budget

|                        | CDBG                | BOND                | CASH                | TOTAL                 |
|------------------------|---------------------|---------------------|---------------------|-----------------------|
| Salaries and Wages     | \$0.00              | \$0.00              | \$0.00              | \$0.00                |
| Fringes                | \$0.00              | \$0.00              | \$0.00              | \$0.00                |
| Design/Engineering     | \$0.00              | \$0.00              | \$0.00              | \$0.00                |
| Planning               | \$0.00              | \$0.00              | \$0.00              | \$0.00                |
| Consultant Fees        | \$0.00              | \$0.00              | \$0.00              | \$0.00                |
| Construction Admin     | \$0.00              | \$0.00              | \$0.00              | \$0.00                |
| Land Acquisition       | \$0.00              | \$0.00              | \$0.00              | \$0.00                |
| Equipment              | \$0.00              | \$0.00              | \$0.00              | \$0.00                |
| Overhead               | \$0.00              | \$0.00              | \$0.00              | \$0.00                |
| Construction Contracts | \$0.00              | \$0.00              | \$0.00              | \$0.00                |
| Other                  | \$599,500.00        | \$987,500.00        | \$435,000.00        | \$2,022,000.00        |
| <b>TOTAL</b>           | <b>\$599,500.00</b> | <b>\$987,500.00</b> | <b>\$435,000.00</b> | <b>\$2,022,000.00</b> |

## Revisions

- #1-Adds \$1,000,000 Bond from CIP 711807 & Adds \$100,000 CDBG from re-programming of FY13 projects.
- #2-Adds \$237,000 CDBG through Hillsborough County for MCRC; \$400,000 Anticipated Sale of 177 Lake Avenue & \$35,000 Cash Citizens Bank Award.
- #3- Adds \$12,500 Hills. Cty CDBG to reduce Bond by \$12,500 & increases the amount earmarked in CIP 612210 NSP

## Comments:

Original CDBG funds (\$250,000) were received as Program Income from loan payoff. Funds received in the amounts of: \$1,000,000 Bond from CIP Project 711807 & \$100,000 CDBG from re-programming FY13 projects. Funds received in the amounts of: \$237,000 CDBG dedicated to Manchester Community Resource Center (MCRC) through Hillsborough County; \$35,000 Cash from Citizen Bank Award; \$400,000 Cash from anticipated sale of 177 Lake Ave.; & \$490,845.68 earmarked in CIP 612210 Neighborhood Stabilization Program I (NSP I).

# City of Manchester New Hampshire

*In the year Two Thousand and Thirteen*

## A RESOLUTION

“Amending the FY 2013 Community Improvement Program, authorizing and appropriating funds in the amount of Twelve Thousand Five Hundred Dollars (\$12,500) for the FY 2013 CIP 810413 Odd Fellows Hall Improvements Project.”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2013 CIP as contained in the 2012 CIP budget; and

WHEREAS, the 2013 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to accept and re-allocate additional money received for administrative costs of managing the Hillsborough County CDBG grant to offset expenses at Odd Fellows Hall;

WHEREAS, the Board of Mayor and Aldermen wishes to reduce the amount of Bond funding allocated to the project due to the addition of CDBG funding;

NOW, THEREFORE, be it resolved that the 2013 CIP be amended as follows:

**By increasing:**

FY 2013 CIP 810413 Odd Fellows Improvements Project - \$12,500 CDBG

**By decreasing:**

FY 2013 CIP 810413 Odd Fellows Improvements Project - \$12,500 Bond

Resolved, that this Resolution shall take effect upon its passage.



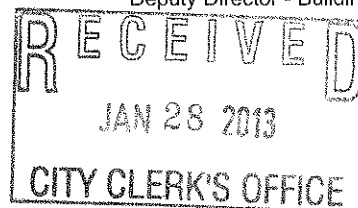
**CITY OF MANCHESTER**  
**PLANNING AND COMMUNITY DEVELOPMENT**

Planning and Land Use Management  
Building Regulations  
Community Improvement Program  
Zoning Board of Adjustment

Leon L. LaFreniere, AICP  
Director

Pamela H. Goucher, AICP  
Deputy Director - Planning & Zoning

Matthew M. Sink  
Deputy Director - Building Regulations



**MEMORANDUM**

To: Alderman Jim Roy,  
Chairman, CIP Committee

From: Leon L. LaFreniere, AICP  
Director, Planning and Community Development

Date: February 4, 2013

Re: CIP # 611513 Rapid Rehousing-Housing Relocation and Stabilization  
CIP # 611213 Homeless Prevention

**Existing Funding**

The U.S. Department of Housing and Urban Development (HUD) approved an Emergency Solutions Grant (ESG) award to the City for City FY 2013 in the amount of \$149,692. In addition to this award, HUD granted to the City \$47,126 in a second allocation, which was awarded approximately at the start of the City FY 2013. These ESG awards are subject to new requirements under the HEARTH Act.

In order to meet the requirements in the HEARTH Act and the City's Substantial Amendment to the Consolidated Plan, we need to align and direct funds with a primary focus on Rapid Rehousing activities. FY 2013 CIP awarded The Way Home two grants for Rapid Rehousing and for Homeless Prevention CIP projects. This requested transfer of funds will bring the CIP into alignment with the Substantial Amendment and HUD's focus on Rapid Rehousing.

Additionally, a name change is requested in order to clarify ESG-funded Homeless Prevention activities as described in the HEARTH Act

Respectfully, I request that the Committee recommend the transfer of \$28,000 from one grant CIP #611213 (Homeless Prevention-Housing Relocation and Stabilization) to another CIP # 611513 (Rapid Rehousing-Housing Relocation and Stabilization). Additionally, I respectfully request that the Committee authorize a name change of one existing grant (CIP #611213 Innovative Homeless Prevention) to another name (Homeless Prevention-Housing Relocation and Stabilization).

# CIP BUDGET AUTHORIZATION

CIP#: 611213

Project Year: 2013

CIP Resolution: 6/12/2012

Title: Homeless Prevention - Housing Relocation & Stabilization

Amending Resolution: 2/19/2013

Administering Department: The Way Home

Revision: 2

Project Description: Funding to support Housing Counseling and Housing Advocate staff support at The Way Home Resource Center and the Homeless Services Center.

## Federal Grants

Federal Grant: Yes

## Environmental

Review Required: Yes

Grant Executed:

Completed: Yes

## Critical Events

|   |                    |           |
|---|--------------------|-----------|
| 1 | Project Initiation | 7/1/2012  |
| 2 | Program Completion | 6/30/2014 |
| 3 |                    |           |
| 4 |                    |           |
| 5 |                    | 6/30/2014 |

## Line Item Budget

|                        | ESP                |               |               | TOTAL              |
|------------------------|--------------------|---------------|---------------|--------------------|
| Salaries and Wages     | \$0.00             | \$0.00        | \$0.00        | \$0.00             |
| Fringes                | \$0.00             | \$0.00        | \$0.00        | \$0.00             |
| Design/Engineering     | \$0.00             | \$0.00        | \$0.00        | \$0.00             |
| Planning               | \$0.00             | \$0.00        | \$0.00        | \$0.00             |
| Consultant Fees        | \$0.00             | \$0.00        | \$0.00        | \$0.00             |
| Construction Admin     | \$0.00             | \$0.00        | \$0.00        | \$0.00             |
| Land Acquisition       | \$0.00             | \$0.00        | \$0.00        | \$0.00             |
| Equipment              | \$0.00             | \$0.00        | \$0.00        | \$0.00             |
| Overhead               | \$0.00             | \$0.00        | \$0.00        | \$0.00             |
| Construction Contracts | \$0.00             | \$0.00        | \$0.00        | \$0.00             |
| Other                  | \$21,866.00        | \$0.00        | \$0.00        | \$21,866.00        |
| <b>TOTAL</b>           | <b>\$21,866.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$21,866.00</b> |

## Revisions

- #1 - Budget increased from \$43,292 to \$49,866 due to the receipt of additional funds.
- #2 - Budget decreased by \$28,000 to \$21,866 due to transfer to CIP project 611513; change in completion date from 6/30/2013 to 6/30/2014; project name change.

## Comments:

Authorization of spending ESP (ESG) funds is contingent upon HUD grant execution.

# CIP BUDGET AUTHORIZATION

CIP#: 611513 Project Year: 2013 CIP Resolution: 6/12/2012  
 Title: Rapid Rehousing - Housing Relocation & Stabilization Amending Resolution: 2/19/2013  
 Administering Department: The Way Home Revision: 1

Project Description: Funding to support rapid rehousing housing relocation and stabilization activities, including short- medium term rental assistance.

**Federal Grants** Federal Grant: Yes **Environmental** Review Required: Yes  
 Grant Executed: Completed: Yes

## Critical Events

|   |                    |           |
|---|--------------------|-----------|
| 1 | Project Initiation | 7/1/2012  |
| 2 | Project Completion | 6/30/2014 |
| 3 |                    |           |
| 4 |                    |           |
| 5 |                    |           |
|   |                    | 6/30/2014 |

## Line Item Budget

|                        | ESP                |               |               | TOTAL              |
|------------------------|--------------------|---------------|---------------|--------------------|
| Salaries and Wages     | \$0.00             | \$0.00        | \$0.00        | \$0.00             |
| Fringes                | \$0.00             | \$0.00        | \$0.00        | \$0.00             |
| Design/Engineering     | \$0.00             | \$0.00        | \$0.00        | \$0.00             |
| Planning               | \$0.00             | \$0.00        | \$0.00        | \$0.00             |
| Consultant Fees        | \$0.00             | \$0.00        | \$0.00        | \$0.00             |
| Construction Admin     | \$0.00             | \$0.00        | \$0.00        | \$0.00             |
| Land Acquisition       | \$0.00             | \$0.00        | \$0.00        | \$0.00             |
| Equipment              | \$0.00             | \$0.00        | \$0.00        | \$0.00             |
| Overhead               | \$0.00             | \$0.00        | \$0.00        | \$0.00             |
| Construction Contracts | \$0.00             | \$0.00        | \$0.00        | \$0.00             |
| Other                  | \$54,000.00        | \$0.00        | \$0.00        | \$54,000.00        |
| <b>TOTAL</b>           | <b>\$54,000.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$54,000.00</b> |

## Revisions

#1 - Increase of \$28,000 due to transfer from CIP project 611213; change in completion date from 6/30/2013 to 6/30/2014.

## Comments:

Authorization of spending ESP (ESG) funds is contingent upon HUD grant execution.

# City of Manchester New Hampshire

*In the year Two Thousand and Thirteen*

## A RESOLUTION

“Amending the FY 2013 Community Improvement Program, transferring, authorizing and appropriating funds in the amount of Twenty Eight Thousand Dollars (\$28,000) for FY 2013 CIP 611513 Rapid Rehousing–Housing Relocation and Stabilization.”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2013 CIP as contained in the 2013 CIP budget; and

WHEREAS, the 2013 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen desires to approve a transfer of funds from one City grant to a second;

NOW, THEREFORE, be it resolved that the 2013 CIP be amended as follows:

**By decreasing:**

FY 2013 CIP 611213 –Homeless Prevention-Housing Relocation and Stabilization- \$28,000 ESP  
(from \$49,866 ESP to \$21,866 ESP)

**By increasing:**

FY 2013 CIP 611513 – Rapid Rehousing-Housing Relocation and Stabilization - \$28,000 ESP  
(from \$26,000 ESP to \$54,000 ESP)

**By changing the name** of FY 2013 CIP 611213 Innovative Homeless Prevention/Intervention to Homeless Prevention-Housing Relocation and Stabilization

Resolved, that this Resolution shall take effect upon its passage.



# CITY OF MANCHESTER

## PLANNING AND COMMUNITY DEVELOPMENT

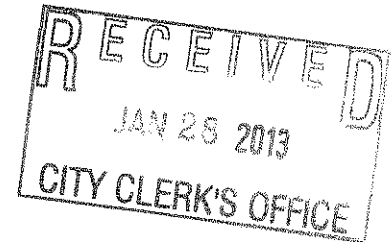
Planning and Land Use Management  
Building Regulations  
Community Improvement Program  
Zoning Board of Adjustment

Leon L. LaFreniere, AICP  
Director

Pamela H. Goucher, AICP  
Deputy Director - Planning & Zoning

Matthew M. Sink  
Deputy Director - Building Regulations

### MEMORANDUM



To: Alderman Jim Roy,  
Chairman, CIP Committee

From: Leon L. LaFreniere, AICP  
Director, Planning and Community Development

Date: January 25, 2013

Re: CIP #612611 – 2010 Lead Hazard Reduction Demonstration Grant Program

The Planning & Community Development Department currently administers the City's Lead Hazard Reduction Demonstration Grant Program as funded by HUD. The terms of this grant require that we achieve certain benchmarks regarding the number of lead safe dwelling units realized. Currently we are struggling to meet those benchmarks due to a low level of interest in program participation.

City staff has determined that the long-term debt associated with the existing grant/loan terms serves as an impediment to participation in the program. In recent months several property owners that we have spoken to have suggested that they would be more willing to participate were it not for the uncertainty of undertaking additional long-term debt in the current economy.

As a result, city staff is proposing changes to the program designed to increase participation and ensure that the City continues to meet its obligations in accordance with our grant agreement. The primary program change would involve restructuring the terms of assistance from the current scenario of zero interest loans that are repaid upon sale of the property, to a zero interest loan that would be forgiven after a five year compliance period. If this change is approved staff would also recommend that mortgages recorded on properties previously assisted be treated similarly, and forgiven after a period of five years. The mortgages would only be forgiven if the owner demonstrates that they have fully complied with all other program requirements.

It is important to recognize that the primary goal of this program is to eliminate lead hazards in Manchester's housing stock. The City of Manchester is currently the only municipality in the region that does not offer loans that are forgiven after the compliance period has expired. Examples of other lead hazard control program structures in the region are as follows: The City of Nashua operates a program that provides assistance to property owners in the form of grants that require a three year compliance period; New Hampshire Housing Finance Authority operates a statewide program in which grants are provided to property owners to assist with the removal of lead hazards; and Lawrence Massachusetts operates a grant program with a three year compliance period much like Nashua.

Since 2003, the City has received three grants totaling \$6,643,111 from the United States Department of Housing and Urban Development resulting in the elimination of lead hazards in 362 housing units. Unfortunately, due to the City's aging housing stock there are several thousand housing units with lead hazards that have not been addressed. According to the 2000 US Census data, 34,041 (77%) of the City's 44,247 housing units were constructed before 1978 and therefore may contain potential lead hazards. Recent data compiled by the NH Childhood Lead Poisoning Prevention Program documented 93 lead poisoned children statewide. 34 of those poisonings or 36% occurred in the City of Manchester.

The current grant being administered totaled \$3.9 million dollars. The City has completed and cleared lead hazards in 78 housing units through the eighth quarter of the fifteen quarter grant period. In accordance with the grant agreement, the City must clear lead hazards in a minimum of 250 housing units before the end of the grant period. As a result, the City will have to process applications resulting in projects that eliminate lead hazards in a minimum of 25 units per quarter through the end of the grant period. Based on the applications that we currently have in our pipeline, it is anticipated that we will complete and clear lead hazards in a maximum of 18 housing units in the ninth quarter of the grant. If the City is unable to meet its quarterly performance benchmarks during the grant period, the ability of the City to apply for and secure funding through this program in future years may be negatively impacted.

Respectfully, it is the staff's recommendation that the Committee favorably consider this request to change the terms of assistance for the Lead Hazard Control Program from a zero interest loan that is repaid upon sale of the property to a zero interest loan that would be forgiven after a period of five years of program compliance.



# CITY OF MANCHESTER

## PLANNING AND COMMUNITY DEVELOPMENT

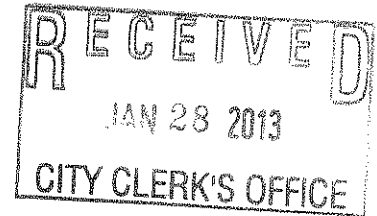
Planning and Land Use Management  
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Leon L. LaFreniere, AICP  
Director

Pamela H. Goucher, AICP  
Deputy Director - Planning & Zoning

Matthew M. Sink  
Deputy Director - Building Regulations

### MEMORANDUM



To: Alderman Jim Roy,  
Chairman, CIP Committee

From: Leon L. LaFreniere, AICP  
Director, Planning and Community Development

Date: February 4, 2013

Re: CIP #612611 2010 Lead Hazard Reduction Demonstration Grant Program –  
Mortgage Subordination 211 Douglas Street (Six Unit Apartment Building)

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Newton Kershaw of Regions First, LLC, the entity that recently completed the renovation of 211 Douglas Street has contacted this office to request the subordination of a City lien totaling \$56,480 placed upon this property. The lien was placed due to the use of lead hazard remediation funds being used in the renovation of the property.

As noted in the attached letter, the requested subordination will allow the developer to acquire a lower rate mortgage on the property thereby reducing operational costs and correspondingly, its economic viability. Mr. Kershaw represents that no cash is being taken out in the refinancing and that the City's security instrument will remain in second position. As such it is the staff's recommendation that the Committee favorably consider this lien subordination.



January 23, 2013

Newton Kershaw  
Manager  
1<sup>st</sup> Lighthouse Holdings, LLC  
440 Hanover St  
Manchester, NH 03104

Todd Fleming  
Project Manager  
City of Manchester  
Community Improvement Program  
1 City Hall Plaza  
Manchester, NH 03101

Dear Todd,

I am writing to request a subordination of the City's lien on 1<sup>st</sup> Lighthouse's property at 211 Douglas St in Manchester. This lien was placed in exchange for monies granted to pursue lead abatement and renovation at the property, and all six apartments at this location were certified as lead safe in June, 2012. Subordinating this debt will allow 1<sup>st</sup> Lighthouse to secure long-term financing for the property and thus facilitate the ongoing provision of safe affordable housing.

As a leader in housing and lead safety, Elm Grove Companies has collaborated with CIP on numerous projects, to the benefit of Manchester's residents. We thank you for your efforts and look forward to further opportunities to work together.

Regards,

*Newton Kershaw III* 1/23/13

Newton Kershaw III  
Manager  
1<sup>st</sup> Lighthouse Holdings, LLC